19~~3~~38-45 **File No.** 2606/36

P.W DEPARTMENT
E.C. BRANCH

**A CLASS**

**Subject:—** Electric License
Gadag Betgeri 1936.
Dispute between Gadag Betgeri Municipality and the License re: Lighting of street Lights.

P 155
(E)
A [K]
IV

**File No.** 2606/36 — EL.

Ltd. Sectt. Slip. 21 A—

Subject:- Gadag Betgeri Municipality --
Agreement between -----
and the Local Electric Co., in respect of street
lighting &c.

No. 296 of 1949-50
Municipal Office,
Gadag 29th June, 1949.

To The Secretary to the Government of Bombay,
Public Works Department, Bombay.

Sir,

1. Copy of Collector's letter No. Mun.S.P. of 9-8-48
2. Copy of Collector's letter No. Mun.S.P. of 6-5-49.

I have the honour to forward herewith the marginally noted papers and to state as under:-

The Electric agreement made and entered into on 1-9-1933 between the Municipality and Mr. Shidramappa Andanappa Manvi of Gadag, sole proprietor of Messrs. Manvi Bros' Electric -- Company, Gadag expired on 31-8-1948. Some councillors and public of Gadag Betgeri were of opinion that the installation of lights on petre system would be more beneficial and some opined that it would be more advantageous if the Municipality has its own -- electric plant. In view of such difference of opinion the Municipality could not come to final decision early. However the Municipality tried its best to have the agreement renewed with the local Electric Company for a shorter period on the old conditions anticipating that the things would improve if there was supply of energy from the Jog Falls at cheaper rates and that the Municipal -ity may take its advantage in the interest of public funds. As the Company did not agree to this, the Municipality had to approach the Collector of Dharwar to intervene in the matter and to instruct the Company to continue the lights on the old conditions as provisional measure in the interest of public convenience & safety.

The Collector of Dharwar, under his No. Mun.S.P. of 9-8-48 suggested that the fresh agreement to be entered into -- should be for a period of seven years with a proviso that should the Jog Electric Scheme come into operation, the agreement would cease to operate and if thereafter no further agreement can be -- reached between the Electric Company and the Municipality, --

regarding the fresh rates to be levied etc. either party will have the right to refer the matter to Government who may then appoint three arbitrators - one nominated by the Municipal -ity, one by the Electric Company and the third by Govern -ment. The decision of the majority of these arbitrators would then be binding on both the parties, and also so far as rates are concerned to be to be embodied in the new agreement, this -- should be decided by arbitration, the procedure for ---- arbitration being that as outlined above. This has been -- agreed to by both the parties.

Accordingly the Municipality in their resolution No. 142 of 24-8-48 resolved that clauses as agreed to by the Municipality and the Electric Company as mentioned in the Dharwar Collector's No. Mun.S.R. of 9-8-48 should be accepted and -- further agreement should be drawn up and entered into on these lines and that the Electric Company should be requested to -- continue the lights accordingly after 31-8-48.

Further the Municipality in their resolution 8 of 14-4-49 have suggested the name of Mr. C.B.Rachayanavar, B.A, L.LB., pleader as arbitrator on behalf of the Municipality as there was difference of opinion regarding the rates as suggested by the Collector under his No. Mun.S.R. of 9-8-48. The Proprietor of the Electric Co also has suggested the name of Mr.T.V.Koti, B.A, L.LB., pleader as an arbitrator on behalf of the Company.

I therefore request you the Government to kindly -- appoint three arbitrators - one nominated by the Municipality, one by the Electric Company and third by the Government for -- fixing the rates as immediately as possible in order to avoid further troubles and unnecessary complications.

Yours faithfully,

President
Gadag Betgeri Municipal Borough.

Submitted through the Collector
of Dharwar.

No. Mun.D.P. Dharwar, 8-8-1948.

The President, Gadag Betgeri Municipality
Gadag.

Sir,

At your request I attended the meeting convened in the Municipal Hall on 6-8-48 to which the Proprietor of the --- Electric Company was also invited in order to have some solution to the dispute between the Municipality and the Electricity Company in regard to the execution of a new agreement as the old agreement was to expire on 31-8-1948. The amicable spirit shown by the --- rep resentatives as well as the by the Proprietor of the Electric Company was indeed praiseworthy.

The agreement reached between the two parties could briefly stated as follows:

(1) That the fresh agreement to be entered into should be for a period of 7 years with a proviso that should the Jog Electricity Scheme come into operation this agreement --- would cease to operate and if thereafter no further agreement can be reached between the proprietor of the Elec Company and the Municipality regarding the fresh rates to be levied etc. either party will have the right to refer the matter to Government who may then appoint three --- arbitrators - one nominated by the Municipality, one by the Proprietor of the Electric Company and the third by Government. The decision of the majority of these --- arbitrators would be binding on both the parties.

(2). It was also agreed that the minimum number of lights that were required to be paid for by the Municipality --- would be 1100. The minimum number of hours viz, 2000 with the existing candle power of lights was to be --- maintained and that in case new lights were required to be given it should not be less than 20 watts.

(3). It was also agreed that so far as rates are concerned to be embodied in the new agreement this should be --- decided by arbitration, the procedure for arbitration being that as outlined in para 1 above.

I would therefore request you to place this ---

agreement before the General Board and after getting its approval thereto to get the agreement drawn up on the above lines.

Yours faithfully,

Sd. X X X

Collector of Dharwar.

***

Subject:- Gadag Belgeri Municipality.
Agreement between ---
and the local Electric Company in reject of
street lights.

Letter.

No. Dwr. [illegible]
Office of the Collector
Dharwar Dated 6-5-1949.

To

The President,
Gadag Belgeri Municipality.

Reference :- Your letter No. 93 of 19-4-4..

When we met on 2-5-1949, it was agreed that Mr. Manvi should communicate the name of the arbitrator on his behalf to the Municipality and the Municipality then -- should then within a fortnight refer the matter to Government for arbitration as already decided in the previous meeting attended by me. It was also agreed that the Municipality should pay in the meantime at the rate of Rs 84 0-4-6 + sur-charge per unit without prejudice to the rights of either party. Please take action according and send your further report to me in due course.

[redacted]

for Collector, Dharwar.

True copy

[signature]

[illegible] Gadag Belgeri Municipal Borough.

Below No.296 of 1949-50, dated 29th June 1949, from the President, Gadag Betgeri Municipal Borough, - addressed to the Secretary to the Government of Bombay, Public Works Department, Bombay.

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SUBJECT:- Gadag Betgeri Municipality---
Agreement between and the Local Electric Co., in respect of street lighting &c.

No.MUN.S.E. 1236
Office of the Collector, Dharwar.
Dated the 15th July, 1949.

Forwarded with compliments to the Secretary to - Government Public Works Department Bombay for favour of - further action.

c.c. signed by
Collector.
A.

for Collector of Dharwar.

---o---

G. R., G. D., No. 2108, dated 22-6-22.]

Std. Sectt. 7½

# DOCKET SHEET

File No. 2606/36

P.W DEPT.

14 BRANCH.

*References :—*

6819/36

L 3954/36

| Date. | To whom sent. | Notes and instructions. |
|---|---|---|
| 25/6/38 | Am | |
| 3/8 | Am | |
| | | Examined 22.7.41 |
| 4-10-40 | A.R. (E.D.) | |
| 8.10.40 | Dy Secy | |
| 9.10.40 | Secy | Work to P.W.D. |
| | | Exd. 21.7.41 |
| 27/9/45 | (E.D.) A.S. | |
| 28/3/45 | MS | |
| 1.10.45 | 1.S | Please return Wor. to P.W.D. |
| 12/1/48 | 1-S | Please issue Wor. to Executive Engr. to Sent. |
| 6/2/48 | 9.S. | issue bills & endt on p. 145— V. urgently please. |
| 9/2/48 | File Br | File (B) |
| 5/8/48 | 9.S. | issue Wo. & file & endt (20.8.48) |
| 18/8/48 | 9.S. | issue bills & endt on pp 153-154 & bcase |

| Date. | To whom sent. | Notes and instructions. |
|---|---|---|
| 26/8/46 | File Br | File (B) |
| 18/8 | File (I) | |
| 29/8/46 | GS | Issue N.O. to Pl. & to Govt (20.9.46) |
| 16/11 | G.S | Issue Q & R (1.1.1950 CS) |
| 1/12 | File Br | Await (1-1-50) |
| 20/12 | G.S. | Issue letter on p. 179 & bank. |
| 24/12 | File Br | Await (10.1.50) |
| 1/1/50 | G.S. | Issue N.O. to F.D (with file No 6819/36). (17-2-50) |
| 31/1/50 | Regd | Pl. return N.O. to P.W.D. and P.W.D. file 6819/36 to FD |
| 2/2. | F.D. | |
| 27/2 | G.S. | (1) Issue letter & amt on pp 189-190 (D.S.) & bank with one spare copy. (2) letter to the licensee to be sent by Registered Post - acknowledgement due. |
| 6/3/50 | File Br. | Await (17-3-50) |
| 9/5/50 | G.S. | urgent Issue reminder on pp 199-201 & bank with four spare copies. Pl. |
| 13/6 | File Br | Await (2-7-50) |
| 24/7 | " | " further (2.8.50) |
| 29/7 | G.S. | Issue N.O. to Pl. & to Govt (29.8.50) |
| 11/8 | " | Issue letter on p. 217 & bank |

R., G D., No. 2108, dated 22-6-22.]

Sectt. 78A e.

# DOCKET SHEET (B)

***Subject:—***

**File No.** 2606/36

P.W **DEPT.**

M **BRANCH.**

***References:—***

| Date. | To whom sent. | Notes and instructions. |
|---|---|---|
| 19/8 | File Br | Dwait (14-9-57) |
| 13/9/57 | Dwait | |
| 12/10/57 | OS | Issue w.o. to Sh. Ry. to Engr (12-11-57) |
| 4/11/57 | OS | Issue letter cert on p. 225 of book |
| 9-11- | Br. | Dwait (5-12-57) |
| 6/1/58 | OS | Issue letter cert on p. 237 of book |
| 24/1/58 | OS. | Issue recm on pp 245-246 of book with four sheets connected |
| 25 | | |
| 12/3 | | Await (1-4-58) |
| 9/4 | | Await parties (15-5-58) |
| 22/5/58 | | " " (14-6-58) |
| 30/6/58 | OS | Pl. issue w.o. to Sh. Engr. |
| 16/7/58 | | Record - for the file date. |
| | | See file No. L&C 1457 |

Articles of agreement made & entered into this 1st day of Sept 1933 between the Chief Officer of the Gadag Betgeri Municipality on behalf of the Gadag Betgeri Municipality (hereinafter called the Municipality) of the 1st part and Mr. Shidramapa Andanapa Manvi of Gadag Sole Proprietor of Messrs. Manvi Bros. Electric supply Co, of Gadag (hereinafter called the Co. and its successors and assigns) of the second part. Whereas there is now vested in the Co. a License granted by the Govt. of Bombay under the Indian Electricity Act 1910 for the supply of electrical energy to the Gadag Betgeri Municipal area "the Gadag Betgeri electric license" and whereas by Resolution No. 178 of 3-3-1932 of the Municipality, the Municipality appointed Special Committee in this connection and that committee have negotiated with the said Co. and finally settled the rates and other conditions of a fresh contract on 8-8-1933 hereinafter appearing on which the Gadag Betgeri Municipality has agreed to take the supply of electrical energy from the Co. under the license from 1-9-1933 and whereas the General Board of the Municipality have by their Resolution No. 147 of 25th August 1933 confirming the said terms and conditions and sanctioned the the contract according to these terms and conditions, and whereas the parties hereto have agreed to enter into these presents for evidencing the terms and conditions of such supply of electrical energy. Now it is hereby agreed as follows :-

(1) This agreement shall be for a period of 15 years commencing from the date of agreement.

(2) The Municipality shall pay the co. for the supply of electrical energy for street lights in Municipal area at the rate of 0-3-6 per unit cohsumed. The Co. shall also supply electrical energy for the lights in the Municipal buildings at the same rate i.e. 0-3-6 per unit. The Co. shall also electrical energy for motive power required by the Municipality at the rate of 0-1-9 per unit.

(3) There are at present 636 street lights as detailed below :-

| | | |
|---|---|---|
| 10 | lights of | 200 C.P. |
| 27 | Do. | 100 C.P. |
| 599 | Do. | 25 C.P. |

The company shall supply 364 new lights or more if required by the Municipality of ( from 15 C.P. to 200 C.P.) as demanded by the Municipality, these new lights shall be supplied not less than 50 lights at a time within 2 months from the date of intimation from the Municipality. The Co. shall [illegible] all the

fitting charges of these new lights (except in the case of bui-ings) and also the charges of shifting the existing lights to other places where necessary under the orders of the Standing Committee.

(4) The lamps, switches, pipings, wire, poles, bulbs & all other parts of the lamp fittings of these new lights shall remain the property of the Co. The lamps, switches, pipings, wires, bulbs & other parts of the lamp fittings of the old 636 lights shall -- remain the property of the Municipality according to the clause 9 of the old agreement dated 1-6-1925.

(5) An unit shall be deemed to mean the energy contained in a current of one thousand amperes flowing under an electric motive force of one volt per hour.

(6) The system of current to be supplied will be continuous at - 225 volts but the Co. shall be at liberty to change the system of current at their own expense but not the voltage.

(7) The Chief Officer shall deliver to the Co. a ~~x~~ signed sched of the hours during which the lamps are required to be kept ali The Co. shall also be~~x~~furnished in like manner with ~~xx~~ similar schedule whenever the Municipality shall desire to effect a cha in such hours or the No. of lights to be supplied with electric energy. The Co. shall thereupon supply the said lamps with the electrical energy for keeping them alight in accordance with su schedule provided the No. of hours during which such lamps shal be kept alight shall be not more than 2600 hours per annum per - lamp unless they are required to be kept for a longer time durin monsoon &c, when an extra charge at 0-3-6 a unit shall be made.

(8) The total consumption of electrical energy if all the exist-ing 636 lights detailed in clause (2) above were burnt for 2600 hours stipulated in clause (6) above will be about 58942 units - which at 0-3-6 per unit comes to Rs 12893-9-0. The cost of energy for the extra 364 lights mentioned in clause 2 above shall also be calculated at the same rate and paid to the Co. in 12 monthly equal instalments by the Municipality.

(9) The Co. shall present bills at the end of each month -- calculated 1/12 of the annual rates mentioned in clause (8) above and the Municipality shall pay the amount within 30 days from - the date of the receipt of the bills. In the event of any such - bills or any portion thereof not being paid within that period

the Municipality shall pay interest on the amounts remaining due at the rate of 4% per annum from expiration of such 30 days -- until payment. Necessary adjustments owing to extra times beyond 2600 hours shall be made at the end of the year.

(10) All lamps shall be open to inspection and testing by the Municipality and if found defective shall be replaced immediat by new lamps by and at the expense of the Co. on receipt of -- notice in writing of such defects by the Municipality.

(11) The burnt-out bulbs or broken fittings or such other -- materials required for lighting purposes shall be replaced by the Co. at its own cost within 48 hours from the time of intimation given to the Co. in this connection. If this is not done within the time deduction will be made by Company's bills as a penalty at the rate of anna one per lamp per night. The bulbs though fit for use shall be replaced after 1000 hours.

(12) All lamps of a capacity of 100 watts or above existing or new, installed or to be installed by the Co. shall be gas-filled lamps. The remaining lamps shall be metal filament lamps.

(13) The Co. shall purchase and instal a complete new set of machinary for generating electrical power within 9 months from the date of agreement. If the Co. fails to do this within the prescribed period it shall be liable for a penalty of Rs 5000/- the Municipality. The penalty shall not exempt him from the lia- -lity of setting up of a new set of machinary.

(14) If any lamp used for lighting the roads and buildings &c, for 2 or more consecutive nights or 4 or more nights in a mont shall not be burning and written notice of the same shall hav been sent to the Co. specifying the lamps which have failed t burn and the information contained in such notice shall be found by the Co. to be correct a penalty of 2 annas per lamp so failin to burn per night shall be recoverable from the Co.

(15) The Municipality may by notice in writing claim penalty to the extent of Rs 100 per day in the event of failure to light all the existing lamps for a period of 10 consecutive nights and the Co. shall pay the same provided that the Municipality shall not be entitled to the penalty. If the Co. shall have been prevented for delayed in carrying out by occurances such as breakdown of

machinary, cyclones, flood, storms, roits, civil disturbances, deli- and malicious destruction of the Company's property, war, act of God or King's enemies or other occurances beyond the control of the Co.

(16) The Municipality shall be entitled to a renewal of this agree--ment upon the expiration of the said period upon the said terms & conditions as are herein contained provided the Municipality give to the Co, notice in writing of their desire for such renewal not less than 6 months prior to the date on which the said period will expire.

(17) In case of dispute between the Co. and the Municipality the-- same shall be referred under the Arbitration Act one shall be appoint--ed on each side and in case the Arbitrators disagree a surpanch shall be appointed, by the District Judge and such surpanch shall be an Electrical Engineer and his decision shall be final. Each party shall bear the expense of its arbitrator and the expense of surpanch shall be borne by both the parties half and half.

In WITNESS thereof the Sole Proprietor of Manvi Bros. hath here unto set his hand and the common seal of the Gadag Betgeri Munici--pality hath been here unto affixed in the presence of the Chief -- Officer of the Gadag Betgeri Municipality who hath here unto set-- his hand in token of his presence at the affixing of the said seal the day and year first above written.

Signed by the said in the presence of

Sd/- S.L.Kulkarni,
Chief Officer, Gadag Betgeri Municipality.

1. Sd/- P.M.Umadi.
2. Sd/- K.F.Hulkoti.

Sd/- J.A.Manvi.

The Common seal of the Municipal Council of Gadag Betgeri was hereunto affixed - in the presence of Chief Officer thereof who hereunto hath set his hand in the -- presence of,

Seal.

1. Sd/- P.M.Umadi.
2. Sd/- K.F.Hulkoti.

Subject:- Gadag Betgeri Municipal Borough.

Providing meter for electric street lights.

No. 287 of 1938-39.
Municipal Office,
Gadag 18 June, 1938.

To,

The Secretary to the Government
of Bombay, P.W. Department.

Sir,

I have the honour to communicate to you the following facts for favour of perusal and advice in the matter.

Messrs. Manvi Brothers of Gadag are the suppliers of electrical energy for our Municipal street lights under the agreement a copy of which is attached herewith.

The suppliers say that the agreement --- embodying the conditions of supply of the energy is for unmetered energy on flat rate system i.e. without any meter arrangement and that the charges to be paid after calculating as said in para 8 of the agreement while I am of opinion that a meter should be kept and the charges paid according to the units shown by the meter.

There are various complaints from the public that street lights do not burn on many occasions , especially in unimportant localities of the town. The agreement does not contain any provision for deduction of charges in respect of lights which do not burn on several days in a year It only provides ( clause 14) for recovery of - penalty in case the light is continuously not - burning for 48 hours or more. The complaints so far received go to show that many times some par or other of the town is left without lights. -- With all this there will be no scope for enforc -ment of penalty for the day on which lights do not burn

not burn. Thus the Municipality has to pay charges for hundreds of lights though not burnt.

When this defect in the agreement came to our notice and in the interest of public money and convenience we requested the suppliers to provide a meter for street lights at our cost. There was lot of correspondence between the Municipality and the suppliers in this connection. In the end the suppliers have refused to provide a meter as desired by us as they are not bound by the clauses of agreement

The suppliers have communicated to us their willingness to consider this question if the Municipality is willing to bear the re-wiring expenses of all mains in addition to the cost of maintaining meter. We think we shall have not to pay the re-wiring charges for mains. It is the duty of the suppliers to keep the mains for street lights seperate from mains for private lights.

We wanted to refer the matter to arbitration as provided for in the agreement. To this proposal of ours also the suppliers could not agree. The Municipality has therefore no other way but to approach Government and seek its advice in the matter.

I therefore request you to please issue necessary instructions in the matter as early as possible.

Your most obedient servant,

President
Gadag Betgeri Municipality.

(M. A) Secretary

2. The charges may be sent up to the El. Engr to Govt for favour of remarks.

6-7-38

7/7

8 JUL 1938

U.O. to El. Engr. to Govt - 8/7/38

7/7/38

PUBLIC WORKS DEPARTMENT
File No. 2606/36
24 JUN 1938
Serial No. 1445-E

24/6

MB

24-6-38

7-8-38

Copy of Extract para 6(a) of the Audit Note on the - Accounts of the Gadag Betgeri Municipal Borough for - the year 1936-37.

---

6(a) Under clause 2 of the agreement, the Electric Company Gadag, had expressly undertaken to supply -- electrical energy to Municipal Dispensary, Hospitals, &c, at Rs 0-3-6 per unit. It was however, noticed that the energy supplied to Municipal alloepathic and -- Maternity Hospitals and Ayurvedic Dispensary is act--ually paid for at Rs 0-5-6 per unit, as the Board has no reason to pay a rate higher than that agreed upon, the difference paid in excess should please be --- recovered.

It may also be stated under clause No. 8 of - the condition prescribed by Government for the issue of the electric license to the Company under P.W.D. No. 9291/27, dated 6th April 1936 a rate not exceeding annas 5 per unit only can be charged on Educational - Institution and Hospitals.

" True Extract "

Vice President,

Gadag Betgeri Municipal Borough.

Copy of General Committee Resolution 65 of 3-5-1935
of the Gadag Betgeri Municipal Borough.

---

Resolution :- Seen all the previous papers and read the report of Messrs. T.V.Koti and N.V.Huilgol.

The charge per unit of energy for -- lights in buildings should be paid at Rs 0-5-6 excluding meter rent of Rs 0-8-0 (as already decided in General - Committee Resolution No. 3 of 6-4-1934).

Minimum charges for such lights is -- Rs 3-8-0.

The charge per unit of energy for -- motive power should be paid at Rs 0-1-9 excluding meter rent of Re.1 for 460 V moter and annas 8 for 230 V -- meter.

Minimum charges for power are fixed at Rs 5/-.

Payment of the pending bills should be - made at the above rates.

If in future, the Company reduces the - rates of energy in respect of house lights the Munici- -pality should also take steps to reduce the above -- rates (in respect of Municipal Buildings) proportionate- -ly.

" True Copy "

T T Khandawar
Vice President,
Gadag Betgeri Municipal Borough.

Subject :- Charges for electrical energy for the lights in the Municipal Buildings, - payment of --

No: 416 of 1938-39.
Municipal Office.
Gadag, 16th July 1938.

To

The Secretary to Government of Bombay,
P.W.D., Bombay.

Sir,

In forwarding herewith an extract para 6(a) from the Audit Note for the year 1936-37 and a copy of the - General Committee Resolution 65 of 3-5-1935, I have the honour to bring the following facts to your notice. The Municipality was paying up-till now per unit at the -- rate of Rs 0-5-6 for the electrical energy supplied to - the lights in the Municipal buildings as fixed by the General Body in their Resolution No. 65 of 3-5-1935 -- when the Company's rate for general house lights was -- Rs 0-8-0 per unit. Subsequently the rate of the house -- lights was reduced by the Company from Rs 0-8-0 to -- Rs 0-6-0 and so objections were raised that the rates of the Municipal building lights should be reduced as per General Committee Resolution 65 of 3-5-1935. Accordingly the Company was asked whether it has any objection. The Company contends that the matter has been once for all settled after a long discussion and they are not will--ing to accept any reduction in rates of building -- lights.

2. Under these circumstances it is earnestly -- requested that you will be kind enough to advise the -- Municipality and the Company as well so as to get the - matter settled in view of the Audit Note and General -- Committee Resolution.

An early reply is solicited.

Your most obedient servant,

President,
Gadag Betgeri Municipal Borough.

2606/36

P.W.D.

M.B.

Submitted.

2. The main file on the subject has been ref'd. w.o. to the El. Engr. to Govt. on the 8-7-38. The communication under reference H.13-17 may also be shown w.o. to that officer in continuation.

Gal
23-7-38.

23/7/38.

w.o. to Well. Lyr Asst.

d 27/7

27 JUL

ELECTRICAL ENGINEER TO GOVERNMENT
Inwd. No. 1493
27 JUL 1938
File No. LRW
P. W. D., POONA

PUBLIC WORKS DEPARTMENT
File No. 2606/36
18 JUL 1938
Serial No. 16469

18-7-38

Below U.O.R.No.2606/36, dated 8th July 1938, from Government in the Public Works Department.

No. 1550 of 1938.

Bombay, 8th August 1938.

Returned, with compliments, with U.O.R.dated 27th July 1938. It is suggested that the President be informed that Government cannot interfere in the matter, as the dispute is to be determined under the provisions of clause 17 of the agreement. The Municipality should consult its own legal advisors for any advice required in the matter.

Electrical Engineer to Govt.

P.

PUBLIC WORKS DEPARTMENT
File No. 2606/36
2 - 10 1938
Serial No. 17579

MS
2-8-38

2606/36
17519

No.2606/36-M.
Public Works Deptt.
B.C., 15 Aug. 1938.

To

The President,
Gadag-Betgeri Muny.,
Gadag.

Subject:-Gadag-Betgeri Elec.license 1936: Dispute between the Gadag-Betgeri Muny.and the ~~Gadag-License Betgeri Elec.Supply Coy.Ltd.~~, regarding streets lighting etc.

...

Dear Sir,

With reference to your letters Nos.287 and 416, dated the 18th June and 16th July 1938, respectively, on the subject mentioned above, I am directed to state that it is regretted that Govt.cannot interfere in the matter as the dispute is to be determined under the provisions of clause 17 of the agreement entered into between the Municipality the Licensee. You are accordingly requested to consult your own legal advisers for any advice required in the matter.

D.A.-Nil.

Yours faithfully,

Copy forwarded with compliments to the El.Engr.to Govt.with reference to his No. L.R.M.7/1550, dated the 1-8-38, for information.

M.K.D.
9-8-38.

9-8-38.

No.2606/36-M.
Public Works Department.
Bombay Castle, 17th August 1938.

From

R. H. Hammett, Esquire, M.Inst.C.E.,I.S.E.,
Deputy Secretary to the Government of Bombay,
Public Works Department.

To

The President,
Gadag-Betgeri Municipality,
Gadag.

Subject:-Gadag-Betigeri Electric license, 1936: Dispute between the Gadag-Betgeri Municipality and the licensee regarding street lighting etc.

...

Dear Sir,

With reference to your letters Nos.287 and 416, dated the 18th June and 16th July 1938, respectively on the subject mentioned above, I am directed to state that it is regretted that Government cannot interfere in the matter as the dispute is to be determined under the provisions of clause 17 of the agreement entered into between the Municipality and the licensee. You are accordingly requested to consult your own legal advisers for any advice required in the matter.

Yours faithfully,

20/8 O/C

Deputy Secretary to the Government of Bombay,
Public Works Department.

D.A.-Nil.

Copy forwarded with compliments to the Electrical Engineer to Government with reference to his No.L.R.M.7/1550, dated the 1st August 1938, for information.

ISSUED
20 AUG 1938

Typed by M.K.P.
18-8-38.
Compared by:-

Pages 25 & 26
S. No. 17980
destroyed being
routine papers

# SPECIAL GENERAL COMMITTEE MEETING HELD ON 25TH AUGUST 1933 AT 5-30 P. M.

## No. 147.

Seen all the papers and the observations of the Sub-Committee.

After full consideration and discussion of the subject, the Committee finds it advisable to enter again into contract with the Local Electric Company as the contractor has accepted reduced rates and also given some concessions with regard to the lights.

The Agreement Bond drafted by the Sub-Committee was considered article by article and the Bond is unanimously approved with the following Changes.

The contract period should be reduced to 15 years from 20 years.

The period required to put up new machinary to be reduced to 9 months from 1 year.

The interest to be charged on overdue payments to be reduced to 4 % from 6 %.

The final agreement approved is as shown here below.—

# AGREEMENT.

Articles of agreement made and entered into this 1st day of September 1933 between the Chief Officer of the Gadag Betigeri Municipality on behalf of the Gadag Betigeri Municipality ( hereinafter called the Municipality ) of the first part and Mr. Shidramappa Andanappa Manvi of Gadag, Sole proprietor of Messrs, Manvi Bros. Electric Supply Company of Gadag ( Hereinafter called the Company and its successors and assigns ) of the second part.

Whereas there is now vested in the Company a license granted by the Government of Bombay under the Indian Electricity Act 1910 for the supply of electrical energy to the Gadag Betigeri Municipal area " The Gadag Betigeri Electric license " and whereas by Resolution No. 178 of 3-3-1932 of the Municipality, the Municipality appointed a Special Committee in this connection and that Committee have negotiated with the said Company and finally settled the rates and other conditions of a fresh contract on 8—8—1933 hereinafter appearing on which the Gadag Betigeri Municipality has agreed to take the supply of electrical energy from the Company under the license from 1—9—1933 and whereas the General Board of the Municipality have by their Resolution No. 147 of 25th August 1933 confirmed the said terms and conditions and sanctioned the contract according to the terms and conditions and whereas the parties hereto have agreed to enter into these presents for evidencing the terms and conditions of such supply of electrical energy.

## NOW IT IS HEREBY AGREED AS FOLLOWS:—

(1) This agreement shall be for a period of 15 years comencing from the date of agreement.

(2) The Municipality shall pay the Company for the supply of electrical energy for street lights in Municipal area at the rate of 0-3-6 per unit consumed. The Company shall also supply electrical energy for the lights in Municipal Dispensary, Hospitals, Dharmshalas, Nakas, Municipal Office [ except

12 free lights and 2 Pankhas, energy for which to be supplied free ] and other Municipal Buildings at the same rate, i. e, 0—3—6 per unit. The Company shall also supply electrical energy for motive power required by the Municipality at the rate of 0—1—9 per unit.

(3) There are at present 636 Street Lights as detailed below—

**10 Lights of 200 C. P.**

**27 do of 100 C. P.**

**599 do of 25 C. P.**

~~636~~

The Company shall supply 364 new lights or more, if required by the Municipality, of ( from 15 c. p. to 200 c. p. ) as demanded by the Municipality, These new lights shall be supplied not less than 50 lights at a time within 2 months from the date of intimation from the Municipality. The Company shall bear all the installation and fitting charges of these new lights [ except in the case of buildings ] and also the charges of shifting the existing lights to other places where necessary under the orders of the Standing Committee.

(4) The lamps, switches, pipings, wire, poles, bulbs and all other parts of the lamp fittings of these new lights shall remain the property of the Company. The lamps, switches, pipings, wires, bulbs, and other parts of the lamp fittings of the old 636 lights shall remain the property of the Municipality according to the clause 9 of the old agreement dated 1—6—1925.

(5) An unit shall be deemed to mean the energy contained in a current of one thousand amperes flowing under an electric motive force of one volt per hour.

(6) The system of current to be supplied will be continuous at 225 volts but the Company shall be at liberty to change the system of current at their own expenses but not the voltage.

(7) The Chief Officer shall deliver the Company a signed schedule of the hours during which the lamps are required to be kept alight. The Company shall also be furnished in like manner with a similar schedule whenever the Municipality shall desire to effect a change in such hours or the number of lights to be supplied with electrical energy. The Company shall there upon supply the said lamps with the electrical energy for keeping them alight in accordance with such schedule provided the No. of hours during which such lamps shall be kept alight shall be not more than 2600 hours per annum per lamp unless they are required to be kept for a longer time during the monsoon &c. when an extra charge at 0—3—6 a unit shall be made.

(8) The total consumption of electrical energy if all the existing 636 lights detailed in clause (3) (2) above were burnt for 2600 hours stipulated in clause (6) above will be about 58942 units which at 0-3-6 per unit comes to Rs. 12893—9—0. The cost of energy for the extra 364 lights mentioned in clause (2) above shall also be calculated at the same rate and paid to the Company in 12 monthly equal instalments by the Municipality.

(9) The Company shall present bills at the end of each month calculated 1/12 of the annual rates mentioned in clause (8) above and the Municipality shall pay the amount within 30 days from the date of the receipt of the bills. In the event of any such bills or any portion there of not being paid within that period, the Municipality shall pay interest on the amounts remaining due at the rate of 4 per cent per annum from expiration of such 30 days until payment. Necessary adjustments owing to extra times beyond 2600 hours shall be made at the end of the year.

(10) All lamps shall be open to inspection and testing by the Municipality and if found defective shall be replaced immediately by new lamps

by and at the expense of the Company on receipt of notice in writing of such defects by the Municipality.

(11) The burnt—out bulbs or broken fittings or such other materials required for lighting purposes shall be replaced by the Company at its own cost within 48 hours from the time of intimation given to the Company in this connetion. If this is not done within the time deduction will be made by Company bills as a penalty at the rate of one anna per lamp per night. The bulbs though fit for use shall be replaced after 1000 hours.

(12) All lamps of a capacity of 100 watts or above existing or new, installed or to be installed by the Company shall be gas-filled lamps. The remaining lamps shall be metal filament lamps.

(13) The Company shall purchase and instal a complete new set of machinary for generating electrical power within 9 months from the date of agreement. If the Company fails to do this within the prescribed period it shall be liable for a penalty of Rs. 5000 to the Municipality. The penalty shall not exempt him from the liability of setting up a new set of machinery.

(14) If any lamp used for lighting the roads & buildings &c. for 2 or more consecutive nights or 4 or more nights in a month shall not be burning and written notice of the same shall have been sent to the Company specifying the lamps which have failed to burn and the information contained in such notice shall be found by the Company to be correct a penalty of 2 annas per lamp so failing to burn per night shall be recoverable from the Company.

(15) The Municipality may by notice in writing claim penalty to the extent of Rs. 100 per day in the event of failure to light all the

existing lamps for a period of 10 consecutive nights and the Company shall pay the same provided that the Municipality shall not be entitled to the penalty, if the Company shall have been prevented, or delayed in carrying out by occurances such as break-down of machinray, cyclones, flood, storms, riots, civil disturbances, deliberate and malicious destruction of the Company's property, war, act of God or King's enemies or other occurrances beyond the control of the Company.

(16) The Municipality shall be entitled to a renewal of this agreement upon the expiration of the said period, upon the saidterms and conditions as are herein contained provided the Municipality give to the Company notice in writing of their desire for such renewal not less than 6 months prior to the date on which the said period willexpire.

(17) In case of dispute between the Company and the Municipality the same shall be referred to the arbitration under the Arbitration Act. One shall be appointed on each side and in case the arbitrators disagree a surpanch shall be appointed by the District Judge and such surpanch shall be an Electrical Engineer and his decision shall be final. Each party shall bear the expense of its arbitrator and the expense of the surpanch shall be borne by both the parties half and half.

In WITNESS where of the sole proprietor of Manvi Bros. hath here unto set his hand and the common seal of the Gadag-Betigeri Municipality hath been here unto affixed in the presence of the Chief Officer of the Gadag—Betigeri Municipality who hath here unto set his hand in token of his presence at the affixing of the said seal the day and year first above written.

Signed by the said }
in the presence of }

Sd/ **S. L. KULKARNI,**
Chief Officer,
Gadag Betigeri Municipality.

Sd/- **S. A. MANVI.**

( True copy. )

To,

The President,
GADAG-BETIGERI MUNCIPAL BOROUGH,
GADAG.

Subject:—Notice under Section 24 (1) of I. E. Act. 1910. for cutting of supply for street lights in Gadag Betigeri Muncipal area.

Sir,

I, the undersigned, S. A. Manvi of Gadag, Sole Proprietor of Manvi Brothers, Electric Light & Power Suppliers, Gadag, do hereby give notice under Section 24 (1) of the Indian Electricity Act 1910, to the President, Gadag-Betigeri Municipal Borough, as follows:—

2. Under an Agreement dated 1-9-1933 entered into between us and signed by us both and registered, you have agreed to take electric energy for street lights in your area for 15 years from 1-9-1933.

3. In persuance of that Agreement the Municipality is now taking energy for 1045 lights, of which subsequently to the Agreement 409 lights were requisitioned by you from time to time and supplied by us bearing all installation and fitting charges as provided in para 3 of the Agreement. The Company has also installed a complete new set of Machinary for generating electric power to meet your demand for an increased supply as provided in para 13 of the Agreement. To provide an adequate return for all this expenditure the period of Agreement was fixed at 15 years i. e. the lights taken are to be utilised and paid for until the end of the Agreement.

4. The method of calculation for charges for energy supplied is on the basis of "Flat Rate" as provided in para 8 of the Agreement, and the method of payment for the same is agreed upon in para 9. Paras 14 & 15 of the Agreement provide for checking etc. In consequence of all these provisions no provision has been made in the Agreement for the supply of meter.

5. Contrary to the terms, spirit and letter of the Agreement and contrary to the provisions of the Indian Electricity Act of 1910 as amended

by in the amendment of 1922, you are asking the undersigned to stop 213 lights and install a meter in Municipal office and in order to force him to obey your un-reasonable and illegal demands, you are witholding portion of his monthly bills as stated below:—

6. Our bills for the charges for energy supplied to 1045 lights have been paid by you without any complaint up to 1—12—1937, but from our bills for the months of December 1937, Janurary, February, & March 1938 you have witheld Rs. 146—4—8 for each month, and from April 1938 to 1—1—1939 you have witheld Rs. 149—2—0 per month and from 1—1—1939 you have witheld at the rate of Rs. 449—2—0 per month. The total amount so with held comes to Rs. 10460—10—8 and the interest on it calculated at the rate of 4% per annum from the due dates up to the end of July 1940, according to the 9th Clause of the Agreement comes to Rs 489—9—0. So the total amount due up to the end of July 1940 comes to Rs 10950—3—8.

7. The action of the Municipality in witholding portions of the monthly bills of the undersigned, is unauthorised illegal and not warranted by the terms of the Agreement. The repeated remonstrations of the undersigned in this respect are not heeded by the Municipality. The matter was once referred by the Municipality to a sub-committee of three members, two of them recommended that the Municipality had no authority to withold any portions of the bills and the amount witheld should be paid at once, while the third member Mr. C. F. Huilgol, the present President of the Municipality reported that the arrears of the bills should not be paid and the majority party in the Municipality turned down the recommendation of the majority of the sub-committee. When the matter again came up before the General Committee the Municipality again decided by the casting vote of the President not to pay the amount witheld and refusing to state clearly the points of dispute so as to cover the question of payment of the amounts thus witheld, with damages demanded by the undersigned. In the same resolutions the Municipality referred the matter to a sub-committee of three members and under-

took to decide the whole matter within 15 days after hearing the undersigned. But that resolution was passed on 22-7-1940 and the Municipality has taken no action in the matter. Thus by the action of the Municipality the amount witheld is accumulating to the great loss and inconvenience of the undersigned, and the undersigned is most reluctantly obliged to take proceedings under Section 24 [1] of the Indian Electricity Act 1910.

8. The Municipality is called upon to pay Rs. 10950-3-8 representing the amounts witheld from the bills for the charge, for energy, and interest on the same as described in para 6 above, within 2 months from the date of the receipt of this notice. otherwise, the undersigned will be reluctantly compelled to discontinue the supply to your street lights under the provisions of section 24 [1] of the Indian Electrcity Act 1910.

The undersigned would further point out that when his representative is sent to cutt off the supply he will not be authorised to receive payments of the account and therefore, inorder to avoid disconnection, it is essential that the full amount should be paid into this office before the date mentioned above.

The Company will in no way be responsible for any loss or damage that may arise as a result of the supply being disconnected nor for any delay that may occur before the same is restored.

We trust that we shall not be obliged to disconnect the supply and that you will make payment before the date specified above.

This notice is without prejudice to my right to recover such charges, and damages for breach of the contract on the part of the Municipality by suit or by any other legal proceedings. I have put my Signature to this notice, at Gadag on the 7th day of September 1940.

yours obediently,

S. S. Manvi

Sole Proprietor,
Manvi Brothers Electric lights
& Power suppliers Gadag.

N.B.:-Bills to be paid in Gadag only and it is understood that orders and payments asked or accepted by any of our Canvassers are understood to be on behalf of our Gadag office. All disputes to be settled in Gadag Court only.

Proprietor S. A MANVI.

Licensed
ELECTRIC CONTRACTORS.

**Suppliers of**

ELECTRICAL ACCESSORIES
PUMPS,
MOTORS,
DYNAMOS,
SWITCHGEAR,
FITTINGS,
HEATERS,
LAMPS,
FANS

**Stock**

DOUBLE ROLLER GINS, SAWGINS & SUNDRIES, PIPES AND FITTINGS FOR ALL REQUIREMENTS.

FILES, BOLTS, NUTS, OF ALL SIZES. STEAM GAUGE, GLASSES, RUBBER RINGS, ASBESTOS SHEETS AND ROPES.

**All kinds of**

AGRICULTURAL IMPLEMENTS & C. I. RAILINGS & COIR MATTINGS.

MOTOR TYRES, TUBES & SPARES OF ALL MAKERS.

# MANVI BROTHERS.

**(Sole Pro.:-S. A. MANVI.)**

**ELECTRIC LIGHT AND POWER SUPPLIERS,**

Gadag-Betigeri, Byadgi and Ranibennur.

Tele { gram MANVI BROS. phone No. 4.

GADAG, (India) 7th September 193 194

To,

The Deputy Secretary, to the Government of Bombay,

Public Works Department, Bombay.

Respected Sir,

I, the undersigned S.A.Manvi of Gadag Sole Proprietor of Manvi Brothers, Electric Light & Power suppliers, Gadag, holder of the Gadag Betigeri Electric Licen 1936 do hereby beg to send you the copy of the notice under Section 24(1) of the Indian Electricity Act 1910, given to it the Gadag Betigeri Municipality for disconnecting the supply to the street lights for default in paying the full amount of his bills since 1-12-1937 and copy of the Agreement wi a hope that you will be pleased to advise the Municipality to pay the amounts witheld which has stated in the notice amount to Rs 10950-3-8 and avoid disconnection, which will amount to great inconvenience and loss to the public of Gadag Betigeri.

For the act of kindness.

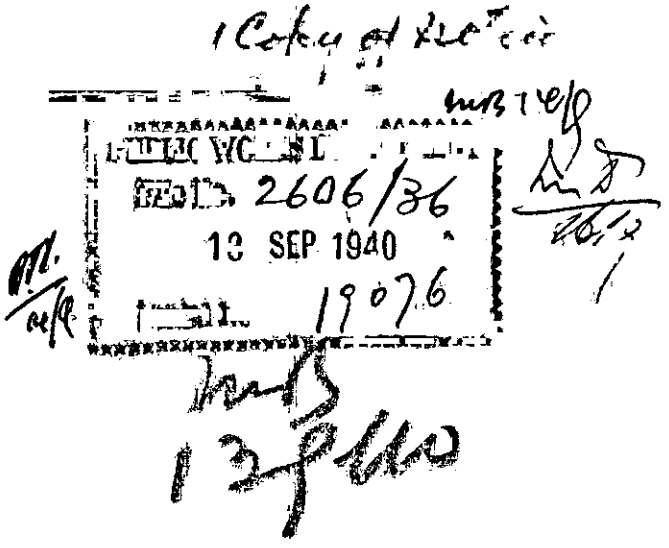
I Beg To Remain

Sir,

Your Most Obedient Servant

S. A. Manvi

Sole Proprietor,


2606/36
13 SEP 1940
1907

(M.B.) Submitted.

2. Mr.S.A.Manvi, the licensee for the Gadag El.License, has forwarded a copy of the notice given by him under Sec.24(1) of the I.E.Act, 1910, to the Gadag-Betigeri Muny. for disconnecting the supply to the street lights on account of the default of the Muny. in paying certain dues amounting to Rs.10,950-3-8. In forwarding a copy of the notice to Govt., Mr.Manvi has expressed a hope that Govt. will advise the Muny. to pay up the amount and thus avoid disconnection and consequent inconvenience to the public. Since this is a matter between the licensee and the Muny., Govt. cannot interfere in the affair. The dispute between the parties could have been determined by arbitration, as provided in clause 17 of the agreement and it is for consideratio whether the licensee may be informed accordingly. Please see in this con. G.L.No.2606/36-M, dated the 17-8-38 addressed to the President, Gadag-Betigeri Muny. The El.Engr. to Govt. and the G.D. may see u.o. first.

GR
19/9

ELECTRICAL
TO GOVT
Inwd. No. 3083
23 SEP
File No. 2607

Below U.O.R. No. 2606/36/19076 dated the 21st September 1940, from Government in the Public Works Department.

---

No. ४८७/ 2953 of 1940.

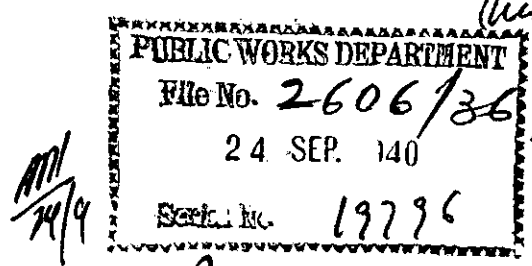
Bombay, 23rd September, 1940.

Returned, with compliments.

2. The licensee may be informed as proposed in the Secretariat Note. It is suggested that the situation be brought to the notice of the District Magistrate, and he be requested to impress on the Municipality to pay the amount owing to the licensee, so that the street lighting by electricity may be continued.

Electrical Engineer to Govt.

DFP.


PUBLIC WORKS DEPARTMENT
File No. 2606/36
24 SEP. 140
Serial No. 19796

(M.B.) Submitted with ref.to the O.N., dated the 19-9-40.

2. In view of the remarks p49 made by the El.Engr. to Govt., a draft p50 letter to Mr.Manvi is put up for approval. The draft has been endorsed to the Collr. and the Commr.

3. Since the matter is one between the Muny. and the licensee, it is for consideration whether it would be proper for Govt. to ask the Collr. to impress upon the Muny. to pay up the amount due to the licensee, as suggested p49 by the El.Engr. to Govt. The point at dispute is that the Muny. considers that a meter should be fixed in the Munl.office and the charges for energy supplied paid according to the units shown by the meter, while the licensee contends that according to the agreement, the charges are to be paid on the basis of "flat rate". The Muny. is therefore withholding portion of the licensee's monthly bills. Govt. cannot say which party is correct and it would not therefore be in order to ask the Muny. to pay up the amount. The Collr. may, however, be asked to ~~xxx~~ impress upon the Muny. to get the dispute settled by arbitration, as provided in clause 17 p47 of the agreement. The necy. draft is put up for approval. The G.D. may see u.o. before issue.

GR
27/9

28-9-40

2/10

General Dept II

Seen and returned
to the P. W. D.

8.10.40

8/10

9/10

work P. W. D. 8/9/10/40

(M.B) Sublimits

2 Ths draft. on p 53

post may now issue

12-10-40
14

14/10/40.

MB 12/X

PUBLIC WORKS DEPARTMENT
File No. 2606/36
11. OCT. 1940
Serial No. V

11/10

11-10-40

No.2606/36-M.

P.W.D., B.C., 15 ~~Sept~~.1940.

To

S.A.Manvi, Esqr.,
Gadag.

Subject:- Gadag El.License.

...

Dear Sir,

With ref.to your letter dated the 7-9-1940, I am directed to state that it is regretted that Govt. cannot interfere in the matter. The dispute can be determined by arbitration as provided in clause 17 of the agreement between yourself and the Muny.

Yours faithfully,

D.A.- Nil.

Copy, with copies of the letter from Mr.Manvi and the notice referred to, forwarded, with compliments, to -

the Commr., S.D.,

the Collr. of Dharwar, and

the El.Engr. to Govt.(with ref.to his No.L.R.M.I/2093,dated the 23-9-40),

for information.

2. The Collr. is requested to ~~Correspond upon~~ urge the Muny. to get the poin's at dispute determined by arbitration, so that the street lighting by electricity may be continued.

ISSUED
16 OCT. 1940

GR 27/9

GENERAL DEPARTMENT
File No. PWD 2606/36
3 OCT. 1940
Serial No. 1850

28-9-40

(Misc.(6)2)

N.B.:-Bills to be paid in Gadag only and it is understood that orders and payments asked or accepted by any of our Canvassers are understood to be, on behalf of our Gadag office. All disputes to be settled in Gadag Court only.

Proprietor S A MANVI

Licensed

ELECTRIC CONTRACTORS.

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MOTORS,
DYNAMOS,
SWITCHGEAR,
FITTINGS,
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# MANVI BROTHERS.

(SolexProx-S. A. MANVI.)

**ELECTRIC LIGHT AND POWER SUPPLIERS,**
Gadag-Betigeri, Byadgi and Ranibennur.

Tele { gram MANVI BROS. phone No. 4.

GADAG, 8-1-1945 193
(India)

To,

The Deputy Secretary, to the Government,
Public Works Department, Bombay.

Subject;- Municipal Street Lighting, at Gadag.

Sir,

In connection with the street lighting in the Municipal area of Gadag-Betigeri Municipality, there is an Agreement, between the Municipality & ourselves under which the energy consumed is to be calculated, on the basis of the wattages of the lamps used, and the number of hours for which they are used. The Municipality has since raised the question of measuring the consumption by meter. All these years there was no question of installing a meter & our wiring system is such that an entire change in the system will have to be introduced if the energy consumed for street lights is to be seperatly metered.

We however, agreed to change the system, provided the Municipality paid the cost, as already intimated to the Municipality in 1938. The Municipality did not deal with this question at all, but went to the Court. The Court however has ordered that the Government should be approached in reagrd to the appointment of an Arbitrator.

It is likely that the Municipality may accordingly approach Your Honour in the matter,. In that event we request that we should be given an opportunity to place our case before the Government in due course.

Yours Faithfully
V. R. Bulli
Manager

2606/36
759

El. Br.

Acknowledged under No. 2606/36-El.,
dt. the 9th January 1945.

BBA
9.1.45

AM
9/1/45

ISSUED
ON 9/1/45
Supdt.

MV A
10/1

The licensee for the Gadag Electric License x Mr. S.A. Mavri
Supplies electrical energy to the Gadag Muny. for
street lighting at flat rates in accordance p.9
with their agreement pp. 29-32. The Muny. however wants
the charges to be based on the actual units
consumed. The licensee states that his Supply
System will have to be changed if energy
consumed for street lighting is to be separately
metered and that the Muny. shd. pay the cost
on that account.

2 The Muny. who has been to the Court
has been advised p.37 to resort to arbitration
— vide clause 17 of the agreement in this connexion —
by approaching Govt. The licensee requests
that he may be given an opportunity to
place his case before Govt., in case the
Muny. approaches Govt.

3 No action seems necy. on this ref.
at present.

EL. Br 8/1

PUBLIC WORKS DEPARTMENT
File No. 2606/36
8. JAN. 1945
Serial No. 759

BBA
10-1-45

MV A (please)
8/1

D. S. (I. & R.)

El. S.

Articles of agrement m[illegible]

day of September 1933 between th[illegible] on behalf of G.B.M. [illegible]

Betgeri Municipality ( here-in-af[illegible] called the Munic[illegible]

of the first part and Mr. Shidra[illegible] Mudanappa Manvi of [illegible]

Gadag Sole Propritor of Messrs.,[illegible]. Electric Supply

Co. of Gadag(here-in-after ca[illegible] the Co. and its successers -

and assigns) of the second part. Whereas there is now vested -

in the Co. a License granted by the Government of Bombay - - -

under the Indian Electricity Act 1910 for the supply of electi

cal energy to the Gadag Betgeri Municipal area "the Gadag Bet-

geri electric license" and whereas by Resolution No. 178 of -

3-3-1932 of the Municipality, the Municipality appointed a - -

Special Committee in this connection and that Committee have -

negotiated with said Co. and finally settled the rates and --

other conditions of a fresh contract on 8-8-1933 here-in-after

appearing on which the Gadag Betgeri Municipality has agreed

to take the supply of the electrical energy from the Co. under

the license from 1-9-1933 and whereas the General Board of the

Municipality have by their Resolution No. 147 of 25th August

1933 confirmed the said terms and conditions and sancti[illegible]

the contract according to these terms and conditions a[illegible]

whereas the parties hereto have agreed to enter into these

presents for evidencing the terms and conditions of such p[illegible]

ly of electrical energy. Now it is hereby agreed as follo[illegible]

(1) This agreement shall be for a period of 15 years com[illegible]

ing from the date of agreement.

(2) The Municipality shall pay the Co. for the supply

electrical energy for street lights in Municipal ar[illegible]

at the rate of 0-3-6 per unit consumed. The Co.

also supply electrical energy for the lights in Mu[illegible]

pal Dispensary, Hospitals, Dharmshalas, Nakas, Mu[illegible]

Office (except 12 free lights and 2 Pankhas energy for c[illegible]

to be supplied free) and other Municipal buil[illegible]

the same rate i.e. 0-3-6 per unit. The Co. sh[illegible]

supply electrical energy for motive power re[illegible]

the Municipality at the rate of 0-1-9 per

(3) There are at present 636 street lights as detailed below:-

10 lights of 200 C.P.
27 Do. 100 C.P.
599 Do. 25 C.P.

The Co. shall supply 364 newx lights or more if required by the Municipality of (from 15 C.P. to 200 C.P.) as demanded by the Municipality, these new lights shall be supplied not less than 50 lights at a time within 2 months from the date of intimation from the Municipality. The Co. shall bear all the installation and fitting charges of these new lights--- (except in the case of buildings) and also the charges of - fittingx shifting the existing lights to other places where necessary under the orders of the Standing Committee.

(4) The lamps, switches, pipings, wire, poles, bulbs and all - other parts of the lampx fittings of these new lights shall remain the property of the Co.. The lamps, switches, piping wires, bulbs and other parts of the lamp fittings of the - old 636 lights shall remain the property of the Municipali



according to the clause 9 of the old agreement dated ixxxx 1925.

(5) An unit shall be deemed to mean the energy contained in a current of one thousand amperes flowing under an electric motive force of one volt per hour.

(6) The system of current to be supplied will be continuous at 225 volts, but the Co. shall be at liberty to change the system of current at their own expense but not the volta

(7) The Chief Officer shall deliver to the Co. a signed sche of the hours during which the lamps are required to be k alight. The Co. shall also be furnished in like manner a similar schedule whenever the Municipality shall [illegible] desire to effect a change in such hours or the No. to be supplied with electrical energy. The Co. sha upon supply the said lamps with the electrical ene keepng them alight in accordence with such schedu ed the No. of hours during which such lamps shall alight shall be not more than 2600 hours per ann

The remaing lamps shall be metal filament lamps.

13. The Co. shall purchase and insatal/ a complete p
of machinary for generating electrical power with
-nths from the date of agreemwnt. If the Co. fails
this within the prescribed period it shall be liab
penalty of Rs. 5000/- to the Municipality. The penalty sha
not exempt him from the liability of setting up of a
new set of a machinary.

14. If any lamp used for lighting the roads and buildings
for 2 or more consecutive nights or 4 or more nights in a
month shall not be burning and written notice of the same
shall have been sent to the Co. specifying the lamps whic
have failed to burn and the information contained in such
notice shall be found by the Co. to be correct a penalty
of 2 annas per lamp so failing to burn per night shall
be recoverable from the Co.

15. The Municipality may by notice in writing claim penalty
to the extent of Rs. 100/- per day in the event of failu-
-re to light all the existing lamps for a period of 10
consecutive nights and the Co. shall pay the same pro-
-vided that the Municipality shall not/ entitled to the
penalty, if the Co. shall have been prevented or delayed
in carring out by the occurances such as breakdown of -
machinary, cyclones, flood, storms , roits civil dis-
-turbances, deliberate and melicious destruction of the
Company's property, war, act of God or King's enemies
or other occurances beyond the control of the Co.

16. The Municipality shall be entitled to a renewal of this
agreement upon the expiration of the said period upon t
the said terms and conditions as are herein contained -
provided the Municipality give to the Co. notice in -
writing of their desire for such renewal not less th
6 months ~~perid~~ prior to the date on which the said period
will expire.

17. In case of dispute between the Co. and t

teh same shall be referred to the arbitraters under t/
Arbitration Act, one shall be appointed on each side
and in case the arbitraters disagree a supanch s[illegible]
be appointed, by the District Judge and such surpa[illegible]
shall be an Electrical Engineer and his decision s[illegible]
hefinal. Each party shall bear the expense of its -
arbitrator and the expense of surpanch shall be borne
by the both parties half and half.

IN WITNESS whereof the Sole Proprietor of Manvi -
Bors. hath here unto set his hand,and the common seal
of the Gadag Betgeri Municipality hath been here unto
affixed in the presence of the Chief Officer of the
Gadag Betgeri Municipality who hath here unto set his
hand in token of his presence at the affixing of the -
said seal the day and year first above written.

Signed by the said
in the presence of

Sd/- S.L.Kulkarni.
Chief Officer,
Gadag Betgeri Municipality.

Sd/- S.A.Manvi.

APPEAL No. 10 OF 1943FROM ORDER.

( Under Act X of 1940 )

---

Shidramappa Andanappa Manvi, Sole Proprietor of Manvi Brothers, The Electric Light and Powder Suppliers. ( Original Defendant ) ... .. .. } Appellant.

Versus.

The Gadag Betgeri Municipal Borough, through its Chief Officer, Mr. S.R.Hiremath. (Original Plaintiff ) } Respondent.

---

Appeal against the order dated the 25th January 1943 passed by R.H.Hirajkar, Esquire, Joint First Class Subordinate Judge at Dharwar in special Suit No.66 of 1940.

Mr. A.G.Desai, Advocate for the Appellant.

Mr. R.A.Jahagirdar, Advocate for the Respondent.

---

26th July 1944.

( Coram :-Weston, J. )

Oral Judgment:-- This is an appeal from an order of the Joint First Class Subordinate Judge of Dharwar made under section 20 of the Arbitration Act (X of 1940), directing to be filed an agreement between the plaintiff, the Gadag Betgeri Municipal Borough, and the defendant Shidramappa Andanappa,Manvi the sole proprietor of a concern trading as Manvi Brothers, Electric Light and Powder Suppliers, ordering the parties to suggest the names of arbitrators to be appointed by them under clause 17 of the agreement, and directing two questions to be referred to the arbitrators so appointed for their decision. The agreement between the parties was entered into on the 1st of September 1933, and was shortly an agreement for the supply by the defendant to the plaintiff Municipality of electrical energy to street lights in the Municipal area for a period of 15 years at a certain rate, and for the supply of electrical energy for motive power at another rate. Clause(17) of the agreement is as follows:—

" In case of dispute between the company and the Municipality the same shall be referred to the arbitration under the Arbitration Act. One shall be appointed on each side and in case the arbitrators disagree a surpanch shall be appointed by the District Judge and such surpanch shall be an Electrical Engineer and his decision shall be final. Each party shall bear the expense of its arbitrator and the expense of the surpanch shall be borne by both the parties half and half."

About December 1937 disputes arose between the parties in regard to their agreement on a question as to whether the defendant could be required to fix meters to street lights, and the Municipality called upon the defendant to refer the dispute to arbitration and to nominate his arbitrator in accordance with clause (17) of the agreement. As the defendant did not comply with the requisition, and threatened not to supply electrical energy unless a certain amount , claimed due to him under his bills, was paid, the Municipality filed the application under section 20 of the arbitration Act, on which the present order was made, praying that the agreement of the 1st of September 1933 between the parties should be filed, and that further proceedings should be taken by the Court to have disputes between the parties settled by arbitration.

2 The Application was opposed by the defendant firstly on the ground that no dispute under the agreement existed, and secondly on the ground that the plaintiff's application was not maintainable as, when the agreement of the 1st of September 1933 was made, the Arbitration Act ( IX of 1899 ) did not apply to the Dharwar District, and the Arbitration Act ( X of 1940 ) has not retrospective effect, so as to enable the provision of section 20 to be applied to an agreement, which could not be enforced at the time it was made. In argument it does not appear that the second point was seriously pressed, for the learned judge in his order states that the only point he had to consider was whether there was a dispute between the parties with regard to the subject matter of the agreement or any part of it, and he answered this point in the affirmative for reasons which he gave at length. It has been contended before me that there is no dispute between the parties . The contention of Mr. Desai for the appellant is that the agreement cannot be filed, as it is clearly an agreement made by the parties under a mistake of facts essential to the agreement , the mistake being the belief of both parties that the Arbitration Act of 1899 was applicable to the Dharwar District, although it was not. Mr. Desai claims therefore that under section 20 of the Contract Act clause ( 17 ) of the agreement was void, and that no application under section 20 of the Arbitration Act of 1940 can be based upon such agreement.

3 It is true the wording of the agreement lends some support to the argument that the parties were acting under a mistake of fact. The Arbitration Act, 1899, admittedly did not apply to the Dharwar District at the time of the agreement, and it has not been so applied at any time. As the defendant in the agreement is referred to as " the Company " , while it is clear he is an individual, it seems likely that much of the agreement , and in particular clause (17) , was copied from some form of agreement applicable to circumstances other than those which existed, without much regard having been paid to the particular circumstances of the case. It seems to me, however , that clause (17) of the agreement must be held to be inoperative on other grounds than those suggested. The defendant in order to be in a position to supply electrical energy to the Municipality was required by the Electricity Act ( IX of 1910) to take out a license under section 3 of that Act . Clause (f) of sub-section (2) of section 3 requires that except in so far as they are expressly added to, varied or excepted by the license , the provisions contained in the Schedule to the Act shall be deemed to be incorporated with, and to form part of, the license granted to the defendant. Clause XII of the Schedule to the Act is as follows:

A " The price to be charged by the licensee and to be paid to him for energy supplied for the public lamps, and the mode in which those charges are to be ascertained , shall be settled by agreement between the licensee and the Provincial Government or the local authority , as the case may be , and , where any difference or dispute arose, the matter shall be determinedby arbitration. "

I have seen the license granted to the defendant , and can find nothing therein which adds to, varies or excepts the provisions of clause XII of the Schedule. It follows therefore that , in case of a dispute between the present plaintiff and the present defendant as to the mode in which the charges for energy supplied to public lamps are to be ascertained, the matter is to be determined by arbitration. Section 52 of the Electricity Act provides:-

" Where any matter is, by or under this Act, directed to be determined by arbitration , that matter shall, unless it is otherwise expressly provided in the license of a licensee , be determined by such person or persons as the Provincial Government may nominate in that behalf on the application of either party; but in all other respects the arbitration shall be subject to the provisions of the Indian Arbitration Act, 1899. "

By the Fourth

By the Fourth Schedule to the Arbitration Act ( 11 of 1940 ), in section 52 of the Indian Electricity Act, 1910, for the figure "1920" the figure "1940" has been substituted. There is nothing in the license to effect the application of the terms of section 52. It follows therefore that the dispute, which the learned judge found to exist, is one which by the provisions of the Electricity Act is to be decided by arbitration, and the decision is to be made by such person or persons as the Provincial Government may nominate in that behalf on the application of either party. It follows therefore that clause (17) of the agreement between the parties entered into in September 1938, whereby the parties agreed that the arbitration should be by one arbitrator appointed by each party and in case of disagreement the umpire appointed by the District Judge, was ultra vires the express provisions of the Electricity Act, and was therefore void. Clearly therefore such agreement cannot be enforced by the Court under section 20 of the Arbitration Act (IX of 1940).

4 Mr. Jehangirzar for the Municipality suggests that, even if the agreement is superfluous, the Municipality is entitled to ask that the procedure in Chapter III should be followed that the agreement may be filed, and that the person or persons provided by section 52 of the Electricity Act may be appointed as arbitrators. This cannot be done, for, apart from asking the Court to file an agreement which is void, it would mean that the Court would take upon itself the appointment of persons, whose appointment if under the statute is to be made by the Provincial Government. I see no difficulty in applying suitable provisions of the Arbitration Act, 1940, to the statutory arbitration required by the Electricity Act. The Municipality may request Government under section 52 to nominate an arbitrator. That arbitrator will proceed with his arbitration in accordance with with the provisions of Chapter II of the Arbitration Act, 1940, and only when the Award has been signed, the Award may be filed in Court at the request of either party in accordance with the provisions of section 14, and ultimately in accordance with the provisions of section 17 judgment may be obtained. This clearly is the procedure in cases of statutory arbitration such as the present.

5 I think therefore that the learned judge was wrong in directing the agreement to be filed and that the application of the Municipality must be rejected. I therefore set aside the order of the lower Court directing to be filed the agreement and making further orders thereon and order the application of the Municipality to be dismissed. In the circumstances of this case, I think, the parties should bear their cost throughout.

6 This order also disposes of the cross-objections filed by the Municipality against the omission by the learned First Class Subordinate Judge to make an order as to costs in the order which he made.

By order of the Court.
(Signed) T.A. Waterfield
Registrar.

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"True Copy"

6

Copy of General Com.R. 179 of 19-11-44 of G.M.C.

179 Comprise agreement between the Municipal President and Proprieter Electric Company regarding electric light dispate. 1571

Read the following papers. pp. 73-75

Compromise agreement dated 13-11-44 between the Municipal President and the Proprietor Electric Company re: payment of dues to the Gadag Electric Co. by the Municipality and reconnection of electric -- street lights.

2. Proceedings of the Meeting held on 13-11-1944 in the Collector's -- Office Dharwar for the settlement of dispute between the Gadag Betgeri -- Municipality and the Electric Supply Co. re: payment of the arrears on -- account of street lighting charges.

3. Reply of the Electric Company dated 18-11-44 to general Committee resolution 152 of 30-10-44 regarding reduction of lighting hours. pp. 77-78

The propritor of the Electric Company was also present in the meeting.

The President explained in the meeting all the facts and the circumstances of the compromise. ~~agreed to by the President~~ after a long discussion on the subject the following proposition was moved by Mr Rachayanawar and secoended by Mr Ilger.

Having fully considered the ~~terms~~ terms of compromise ~~following proposition was~~ moved agreed to by the President with propriter of the Electric Company on 13-11-44 and also having considered the letter from the Electric Company dated 18-11-44 ~~and~~ ( reply to G.C.R. 152 of 30-10-44) the terms embodied in the compromise memo should be approved subject to the undermentioned rights of the Municipality.

(1) To approach the Provincial Govt to settle the dispute of fixing meter.

(2) To approach the legal authorities as regards the matter of surcharge.

(3) To approach the proper authorities about the dispute whether the Municipality can reduce the No of hours of lighting.

Till the question - whether the Municipalit can reduce the No. of lighting hours - is decided by the authorities, the opertaion of the resolution 152 of 30-10-44 should be suspended and steps should be immediatly taken ~~and~~ under § 52 of the Indian Electricity Act to refer the disputes to Govt ( regarding fixation of meter by company and the right of the Municipality to reduce lighting hours to less than 2600.

The President should be authorised to take all possible steps with regard to above disputed the necessary expences thereof should be santioned and the same should be met of general balance.

(2) Votes were taken on the proposal 1773

and the result is as shown under:-

| ~~For.~~ For | ~~Against.~~ Against | Nutral. |
|---|---|---|
| 1. Mr C.B.Rachayanawar. | | |
| 2. " C.F.Huilgol. | 1. Mr G.D.Akki. | 1.Mr C.B.Honagudi. |
| 3. " F.R.Annigeri. | 2. " M. Beleri. | 2." H.N.Kabadi. |
| 4. " A.M.Katawate. | 3. " C.F.Angadi. | 3." D.K.Vagreshwa |
| 5. " Yellosa Pawar. | | 4." Mullal |
| 6. " H.R.Ilger. | | 5." B.K.Hiremani. |
| 7. " Y.H.Kabadi. | | 6." T.V.Koti. |
| 8. " K.A.Kalmath. | | 7." MP Honagudi. |
| 9. " Kalburgi. | | 8." D.G.Tadas. |
| 10. " Bhavikatti. | | |
| 11. " Savanur. | | |
| 12. Hattikal. | | |
| 13. " President. | | |

The Proposal is carried by majority of 13 against 3 8 members ~~wxe~~ not voting.

The compromise Memorandum is as shown below.

Subject:- Payment of dues to the Gadag Electric Company by the Municipality and re connection of Electric street lights.

As we were advised by the collector of Dharwar to compromise we (1) President Gadag Betigeri Municipal Borough and (2) Mr S.A. Manvi Prpritor Gadag Electric Company have agreed for a compromise on the following terms.

1) For all the arrears of the dues claimed by the Electric Company in its notice dated 5-10-44, the Municipality -- should pay Rs 8000 within 3 days.

The Municipality should further pay an amount of --- Rs 10000 in instalments as shown below.-

(a) Rs 1000/ by the end of December 1944.

(b) Rs 3000/ by the end of January 1945.

(c) Rs 3000/ by the end of February, 1945

(d) Rs 3000/ by the end of March 1945

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Total Rs 10000/

The Municipality should pay the remaining dues of the claims as claimed in their notice dated 5-10-44 during 1945-46.

2. The Municipality should go on paying at the rate of Rs 2032 in respect of monthly bills for the months of October, November and December 1944 and January and February 1945 and so on for subsequent months.

3. The Proprietor Electric Company should -- reconnect the Municipal street lights by 14-11-44.

4. All the payments referred to above to be paid by the Municipality will be paid under protest without prejiduce to the Municipal legal claims under the orders of the Provincial Government or the Law Courts. If any refunds are ~~paxx~~ to be paid by the -- Company they should be paid with interest at 4%.

5. If the Provincal Government deceded the question of meter on the application of the Municipality under Sec. 52 of the ~~Indxxxx~~ Indian Electricity Act of 1910 in favour of the Municipality and if the Proprietor -- Electric Company has received more amount in reppect of the said question of meter then the Proprietor shall have to refund the said amount with interest at 4 percent.

6. The President has agreed to these terms in anticipation of Municipal Board's sanction and he has assured that the question would be taken up when the general committee on 19-11-44 and the final decision would be immediately communicated.

Dharwar
13-11-44

Sd.S.A.Manvi
Proprietor
Gadag Electric
Company.

Sd. V.R.Kustagi
President
Gadag Betgeri
Municipal Borough

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Copy of general committee resolution 152 of 30-10-44.

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To consider the President's suggestion for reduction in the lighting hours due to financial circumstances.

Read the Note of the President.

Proposed by Mr. Rachayanavar and seconded by Mr. Y.H. Kabadi that in view of financial stringency and unsatisfactory state of Municipal finances, it has been impossible to meet the cost of electric street lights and that therefore as suggested by the President the annual total number of 2600 hours during which the street lights are now kept burning, should be reduced to ¾ so as to bring down the annual cost to that proportion and the Chief Officer is requested to give effect to this from 15th November 1944 and issue lighting schedule in consonance with the above arrangement.

An amendment ( No.1) was brought by Mr. Beleri and seconded by Mr. D.G. Tadas to the following effect.

The agreement is between the Municipality and Manvi Bro's Electric Company, so the question should be considered after consulting Mr. S.A. Manvi (Propritor of the electric Company) if he has any objection to the proposal.

Amendment No.2 was moved by Mr. Akki and seconded by Mr. Mullal that the number of lighting hours should be reduced to half.

Votes were taken between 1st and 2nd amendments

At this stage Mr. Koti raised a point of order that amendmemt No. 1 was virtually for postponement and that it should alone be put to vote. The President ordered that it was not postponement and ruled it out of order.

The result of voting between 1st and 2nd amend-ments is as shown below:-

| 1st amendment. | 2nd amendment. |
|---|---|
| 1. Mr. Tadas. | 1. Mr. Akki. |
| 2. " Shivappanmath. | 2. " Mullal |

3. Mr. Koti.
4. " Beleri.
5. " M.P.Honagudi.

Others refrained from voting.

1st amendment is carried by majority.

Then votes were taken between the proposal and the 1st amendment and the house divided as shown -- under:-

| Proposal | 1st amendment. |
|---|---|
| 1. Mr.Rachayanavar. | 1.~~Mxx~~ Revd.Heggadi |
| 2. " Huilgol. | 2.Mr. Chalwadi. |
| 3. " Kabadi. | 3. " Mullal. |
| 4. " Pawar. | 4. " Tadas. |
| 5. " Iger. | 5. " Beleri. |
| 6. " Talikotimath. | 6. " Honagudi. |
| 7. " Kalburgi. | |
| 8. " Kalmath. | |
| 9. " Annigeri | Not voting |
| 10. " Hattikal. | |
| 11. " Merwade. | 1.Mr. Akki |
| 12 " Punekar. | 2. " Koti |
| 13. " Bhavikatti | 3. " Shivappanmath. |
| 14. " H.N.Kabadi | |
| 15. " Vajreshwari. | |
| 16. " Savanur. | |
| 17. " Dhalayat. | |
| 18. " Kustagi. | |

The proposal is carried by majority of 18 aganst 6. 3 members not voting.

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Subject:- Gadag Betgeri Municipal Borough.
Electric Lights disputes.-
Appointment of Arbitrator to settle the --

No. 23 of 1944-45
Municipal Office,
Gadag /3 ~~March~~ April, 1945.

From,

The President,
Gadag Betgeri Municipal Borough,

To,

The Secretary, ✓
P.W.Department, Government of
Bombay, B O M B A Y.

Sir,

The undersigned President of the Gadag Bet-geri Municipal Borough hereby most humbly begs to submit as under:-

pp. 57-65

1. Our Municipality has entered into an agreement with one ✓ S.A.Manvi of Gadag for the supply of electrical energy for street lamps as well as lamps for the Municipal buildings for a period of fifteen years commencing from -- 1-9-1933. The agreement is dated 1-9-1933.

2. Under the said agreement the Municipality has agreed to pay the said supplier for the supply of energy for the street lights in the said Municipal area at the rate of Rs.0-3-6 ( three annas six pies ) per unit consumed. Vide clause 2 p. 57 of the agreement. Clause 8 of the said agreement deals with the method of calculating the total energy required for the total number of street lights. It says.-

> The total consumption of electrical energy if all the existing 636 lights detailed in clause (2) above were burnt for 2600 hours stipulated in clause (6) above will be about 58942 units which at 0-3-6 per unit -- comes to Rs 12893-9-0. The cost of energy for the extra 364 lights mentioned in clause (2) above shall also be calculated at the same rate and paid to the Supplier Company in 12 monthly instalments by the Municipality.

3. It has been found that on several occassions --- many of the street lights were not burning. There are reports to that effect from the Light Inspectors. In the agreement there is no provision for ascertaining the energy saved to the supplier on account of the lights being left unburnt, to enable the Municipality to deduct the amount of charges in respect of such unburnt lamps. The Supplier is drawing the amount monthly on the basis of calculation as if all the

lights

lights have burnt regularly. There have been audit --- p.13
objections in this account. Hence the Municipality asked the supplier to instal a meter for the street lights so that it will show the energy actually consumed by the street lights and the Municipality will not have to pay for the lights not burnt. The supplier refused to do so as required by the Municipality. The Municipality there-fore by its resolution No. 83 of 24th June 1940 called upon the supplier to refer the above dispute to arbitrat-ion as provided for by clause 17 of the agreement. pp.63-65 The supplier having failed to do so, the Municipality filed application under Sec. 20 of the Indian Arbitration Act of 1940 in the First Class Subordinate Judge's Court -- Dharwar in special suit No. 66 of 1940. The trial court granted the application. The supplier went in appeal No. 10 of 1943. The High Court p.69 rejected the application and directed -- p.69 that the Municipality may approach the Government under Sec. 52 of the Electricity Act to nominate an arbitrator to settle the said dispute between the supplier and the Municipality. I, being authorised by the Municipality by p.71 resolution No. 179 of 19-11-44 to take all possible steps to get the matter decided either through the settlement or through Court, am now approaching the Government to -- interfere in the matter and appoint an arbitrator to settle the said dispute between our Municipality and the Supplier under Sec. 52 of the Electricity Act of 1910.

4. I may also state here for the information of the Government that our Municipality has offered to bear the -- cost of setting up a meter for street lights. The matter - being very urgent as the supplier had actually cut off the connection of street lights for about 8 days on the ground that the Municipality had not paid the full amount of his monthly bills for the supply of energy for the street lights. The Municipality has with-held part of the bill amount as the bills were not correct as they included the charges for lights which did not burn. The supplier refused to correct

them as he said he ~~could~~ Could not do so as he is not bound to do so under the agreement. The Municipality was thus obliged to approach the Collector of the District and it is through his interference that a provisional settlement is made and the supplier has been induced to start the street lights again on condition that the Municipality should pay the amount so far with-held by instal -ments under protest. The matter under dispute between the -- supplier and the Municipality should be got decided through -- proper authority by either party and if it is found that the -- supplier has to return any amount to the Municipality, the -- supplier should return the same with interest at the rate of -- 4%.

5. The second dispute that has arisen between the Municipality and the Electric Company is this. On accomnt of financial stringency of the Municipality in these abnormal times the Municipality wanted to reduce the number of lighting hours of the electric lamps and resolved on 30-10-44 by ~~their~~ their resolution-152 that the existing hours of burning should be reduced by ¼ and the amended schedules of burning hours should be given to the electric licensee for his information to act -- accordingly. But the Licensee refused to reduce the number of hours and returned the amended schedule with a threat that he would again cut off the connection . Just to avoid the unpleasant -- consequence of again putting the public into inconvenience which would ensue by the cutting of the connection, the Municipality resolved by their resolution No. 179 of 19-11- 44 that the operation of their previous resolution 152 of 30-10-44 -- reducing the number of lighting hours should be stayed until this dispute also was settled by proper authorities. The Municipality has got power to reduce the number of lighting hours and the licensee cannot question the same . Vide Clause 7 of the agreement.

6. In these days of depression of trade the Municipality is hard hit and has lost much of its revenue and thus its financial condition is not satisfactory. I therefore pray that the Government should take immediate action in the matter

2606
~~7390/36~~

and help the Municipality in solving these problems.

7. I have attached herewith a copy of the High Court judgement (pp. 67-69) and a copy of the agreement between the Municipality and the supplier regarding the supply of electrical energy (pp. 57-65) and the resolutions of the Municipality (pp. 71 & 77) in this connection for the information of the Government.

Expecting an early action.

Your obedient servant,

Yours R. Kurtagi

President
Gadag Betgeri Municipal Borough.

El. Br.

Acknowledged under No. 7390/36-El., dated the 17/4 April 1945.

17-4-45

ISSUED
On 17/4/45

17-4-45.

Issue ack. and back.
17-4-45.

Supdt.

Mr. A
18/4

El. Br. (1)

Subtd. w.r.t. the O.N. (p. 56) dated the 10.1.45.

2. Pl. see paras. 3 & 4 (pp. 68-69) of the High Court Judgment within. At the instance of the High Court, the Gadag-Betigeri Muny. has applied to Govt. for the appointment of an arbitrator to settle the dispute between the Muny. and the licensee for the Gadag-Betigeri El. License, 1936, with regard to the following points:—

(i) At present energy is being

El Br 18/4.

2606/36.
7390/36.
16 APR 1945
Serial No. 12570
El Br 17/4/45

supplied for street lighting at flat rates in accordance with the agreement pp. 57-65 between the Mumy. and the licensee. The Mumy. desires to pay only for the actual consumption of energy as there is no provision in the agreement to effect reductions in charges if certain lamps do not burn for certain hrs. in a day or for less than 4 days in a month. The Mumy. ∴ proposes that a meter shd. be installed to record the energy consumed for street lighting purposes.

(ii) Amounts so far charged by the licensee in accordance with the agreement and paid by the Mumy. under protest.

(iii) The Mumy. also desires to reduce the hrs. of lighting. Under cl. XII of the Schedule to the I.E. Act, 1910 the arbitrator appointed by Govt. can give an award only with regard to the price to be charged for the public lamps and the mode in which those charges shd. be ascertained. The third point cannot ∴ presumably be settled by arbitration. It wd. not, however, arise if it is decided w.r.t. (i) above that the energy consumed for st. lighting shd. be metered.

Xp. 33 Meades 1908

3. It will be seen that efforts were made to settle the dispute mutually but to no effect even in spite

of the Coll.'s intervention. The Muny. has, therefore, resorted to arbitration. Under section 52 of the I.E. Act Govt. can appoint an arbitrator on applcn. of either party. In view of his letter at p. 55 ante, however, the licensee may perhaps be asked first to place his case before Govt. From his letter it appears that he has no objection to the installation of a meter to record the consumption of energy for street-lights provided the Muny. pays the cost on acct. of installation of the meter. In its letter dt. 79-82 within the Muny. has offered to bear the cost of setting up a meter for st. lights. This may be brought to the notice of the licensee.

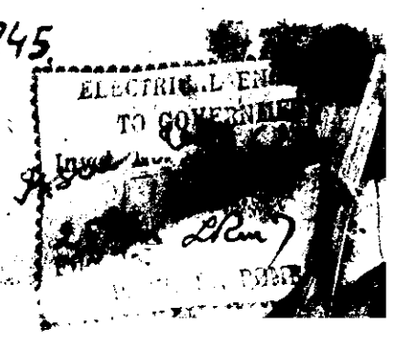
4 The El. Engr. to Govt. may see n.o. for further remarks and advice, if any.

ASA
24/5/45

The El. Engr. to Govt. may first please see for remarks.

GU
24/5/45

Secy. to the El. Engr. to Govt. dt. the 26-5-1945



Below U.O.R.No.2606/36/12570 dated the 26th May 1945, from Government in the Public Works Department.

No. L.Rev.7 1782 of 1945.

Bombay, 18th July 1945.

Returned, with compliments.

2. As stated by the President, Gadag-Betigeri Municipal Borough, in his letter No.23 dated the 13th April 1945 (page 79), the Municipality made an agreement with the Supply Company on 1-9-1933 for a perio of 15 years. As stated by the learned Judge in the appeal (pages 67-69), the agreement was presumably made by both parti -es in good faith. In the agreement, the Municipality agreed to pay for the supply of energy at the rate of Rs.0-3-6 per unit consumed (clause 2 of the agreement), the consumption of electrical energy of 636 street lights being laid down in clause 8 as "about 58942 units" when the lamps were lit for 2,600 hours, the cost at Rs.0-3-6 per unit amounting to Rs.12,893/9/- together with the cost of energy for 364 lights extra calculated at the same rate, to be paid to the Company in 12 monthly instalments.

3. As the burning hours, the units, and the cost were definitely laid down, I am of opinion that the Municipality are bound to keep to the terms of the agreement, there being no question in the agreement for any meter to be installed for metering the units consumed, as the consumption and the cost of the same were laid down in the agreement. The Municipality's plea that many of the street lights on several occasions were not burning and that there have been audit objections on this account (they do not state the nature of the audit objections), is provided for in clause 14 of the agreement which lays down the penalty for lamps not burning. I do not see, therefore, that their plea can be upheld on this account, as the redress they claim is in their own hands by informing the Company in writing and enforcing the penalty to which there would, presumably, be no audit objection.

4. Regarding the Municipality paying the Company the cost of alterations of the lines for the installation of a meter, I am of opinion that as the Company is to supply the lights and maintain them, the additional lines required for separting the street lighting from the ordinary distribution system should be fixed by the Company and proper standing charges, maintenance charges, etc. charged, in addition to, and, in the same way that the Company presumably calculated in the charge of Rs.0-3-6 per unit for the wires, lamps, fittings etc. they provided for the existing street lighting. As the cost of copper wire is very considerably higher than pre-war and it is very hard to obtain the same, and also the necessary brackets, insulators, poles, etc., I am of opinion that the

present...

present request of the Municipality that a meter be fixed, be held in abeyance until the expiration of the agreement on 1-9-1948, or the present charge may be altered, with the consent of the Company, to an all-in rate per lamp on the basis of a fixed number of hours per annum with a fixed number of lamps of definite wattages, which would presumably in the end amount to the same as the Municipality have already agreed to pay to the Supply Company under clause 8 of the agreement.

Electrical Engineer to Govt.

P.

GBI 18/7.

FILE No. 26066.
18 JUL 1945
23608
GBI
18-7-45

There is a dispute since Dec.1937 between the Gadag-Betigeri Muny.and the licensee for the G-B El.license, 1936, with ref. to the interpretation of the agreement bet. them(which is to be in force for 15 years from 1-9-33) regarding the mode in which the charges for the supply of energy for street lighting should be calculated. The relevant clauses of the agreement are reproduced below :-

X pp.29-37

Clause 2 pp.29-31

The Municipality shall pay the Co. for the supply of el.energy for st.lights in Muncl.area at the rate of 0-3-6per unit consumed.The Co.shall also supply el.energy for the lights in Municipal Dispensary,Hospitals,Dharmshalas,Nakas,Muncl.office (except 12 free lights and 2 Pankhas,energy for which to be supplied free) and other Muncl.Bldgs.at the same rate i.e? 0-3-6 per unit.The Co.shall also supply el.energy for motive power reqd. by the Muncy. at the rate of 0-1-9 per unit.

p.33

Clause 7.

The Ch.officer shall deliver the Co.a signed schedule of the hours during which the lamps are reqd.to be kept alight.The Co.shall also be furnished in like manner with a similar schedule whenever the Muncy.shall desire to effect a change in such hours or the number of lights to be supplied with el.energy.The Co.shall thereupon supply the said lamps with the el.energy for keeping them alight in accordance with such schedule provided the No.of hours during which such lamps shall be kept alight shall be not more than 2600 hours per annum per lamp unless they are required to be kept for a longer time during the monsoon &c.when an extra charge at 0-3-6 a unit shall be made.

p.33

Clause 8

The total consumption of el.energy if all the existing 636 lights detailed in clause(3) above (p.31) were burnt for 2600 hours stipulated in clause(7) above will be about 58942 units which at 0-3-6 per unit comes to Rs.12893-9-0. The cost of energy for the extra 364 lights mentioned in clause (3) above shall also be calculated at the same rate and paid to the Co.in 12 monthly equal instalments by the Muncy.

p.33

Clause 9

The Co.shall present bills at the end of each month calculated 1/12 of the annual rates mentioned in clause (8) above and the Muncy.shall pay the amount within 30 days from the date of the receipt of the bills.In the event of any such bills or any portion thereof not being paid within that period, the Muncy.shall pay interest on the amounts remaining due at the rate of 4 per cent per annum from expiration of such 30 days until payment.Necy.adjustments owing to extra times beyond 2600 hours shall be made at the end of the year.

p.35

Clause 14

If any lamp used for lighting the roads and bldgs.&c. for 2 or more consecutive nights or 4 or more nights in a month shall not be burning and written notice of the same shall have been sent to the Co.specifying the lamps which have failed to burn and the information contained in such notice shall be found by the Co. to be correct a penalty of 2 annas per lamp so failing to burn per night. shall be recoverable from the Co.

Clause 17

Clause 17.

In case of dispute between the Co.and the Muny. the same shall be refd.to the arbitration under the Arbitration Act.One shall be appointed on each side and in case the arbitrators.disagree a surpanch shall be appointed by the Dist.Judge and such surpanch shall be an El.Engr. and his decision shall be final.Each party shall bear the expense of its arbitrator and the expense of the surpanch shall be borne by both the parties half and half.

There is no meter to record the energy consumed for st.ltg.purposes separately and the charges are determined by the No.of burning hours and wattages of lamps. The Muny.complains that there is nothing in the agreement to penalize the licensee if he fails to light a particular section of the town on a particular day. The licensee thus takes advantage of this defect in the agreement and the Muny.has to pay for energy not consumed. The Muny.therefore wants the charges to be calculated on the basis of actual consumption as shown by a meter and contends that in view of cl.2 of the agreement it is entitled to have the charges calculated in that manner. It is also willing to bear the cost of installation of a meter. The licensee contends that there is no provision in the agreement for the setting up of a meter; that the charges are payable as agreed to in cls.8 and 9 and hence no dispute as such arises with regard to the subject matter of the agreement. He however has expressed his willingness to charge the Muny.for energy supply according to the units consumed if the Muny.bears, in addn. to the cost of setting up meter, the rewiring and other costs also as his wiring system will have to be altered if energy supplied for st.lts. is to be separately metered. Both the Muny.and the licensee had approached Govt. for interference. Govt. however refused to interfere and advised both the parties to get the dispute determined as provided in cl.17 of the agreement.It seems that the licensee refused to resort to arbitration presumably as in his opinion no dispute with regard to the subject matter of the agreement existed.The Muny. therefore filed a suit against the licensee in the Court of the Joint F.C.S.Judge,Dharwar, which ordered that the dispute should be settled by arbitration as provided in cl.17 of the agreement.The licensee filed an appeal against this decision in the High Court. The High Court has set aside the order of the lower Court and directed that the dispute should be got settled under cl.XII of the Schedule to the I.E.Act by approaching Provl.Govt. under section 52 of the Ely.Act. The High Court has also declared cl.17 of the agreement to be void,being ultra wires the express provisions of the Ely.Act. The Muncy. has accordingly applied to Govt. for the appt. of an arbitrator.

2. The El.Engr.to Govt. states that the Muncy.is bound to pay charges at flat rates in accordance with the agreement.He is also of the opinion that in view of the high price and scarcity of copper wire and other el.materials the question of installation of a mter may not be considered at present.

3. The Muny.has also raised another point whether it has not got a right to reduce under cl.7 of the agreement the No.of burning hours from 2600 hours per annum to 3/4ths thereof. This does not seem possible for in the following cl.8 the charges are calculated on the assumption that the Muny.keeps the lights burning for 2,600 hours which appear to be the minimum No.of burning hours.

4. However the main point for consideration is whether

Cl.XII of the schedule to the I.E.Act is applicable here in this case. The cl.is as under:-

"The price to be charged by the licensee and to be paid to him for energy supplied for the public lamps, and the mode in which those charges are to be ascertained, shall be settled by agreement between the licensee and the Provl.Govt. or the local authority, as the case may be, and, where any difference or dispute arises, the matter shall be determined by arbitration".

It would appear that the charges etc.for public lamps are first to be settled by agreement and in case no agreement is reached, arbitration is to be resorted to. But once an agreement is reached and a contract entered into, the disputes or differences occurring thereafter should be settled as provided in the contract. That is to say cl.XII covers only those cases which are in the initial stages, i.e., where negotiations for the performance of a new contract or the renewal of an old one are going on. The El.Engr. to Govt. may be requested u.o. to offer his remarks w.r.t. this point, before proceeding further.

MBA
23/8/45
24

D.S.

Arbitration is hardly likely to be of any use here. The service lines in Gadag have been laid in such a manner that the lines feeding the street lights cannot be isolated so as to record the street light consumption by introducing meters in them. Expensive changes in the system will have to be made in order that the consumption of street lights may be read by meters. In the present circumstances this is not advisable and the existing practice of calculating the street light consumption will have to be continued to follow. The Gadag Municipality may be informed accordingly. Nothing else seems possible.

VPA.
22/8-.

2. I think that the Municipality is entitled to a rebate whenever there is a failure of street lights. I imagine that the amount of such rebate could be worked out by noting the durations of failures. The El.Engr.to Govt. may be able to state whether this is practicable. The question of imposing a penalty on the Supply Coy. for failure to supply light for 2 nights in succession etc. is quite a different matter. The Muncy. has to pay for the energy consumed and if certain lights are not burning the Muncy. cannot be expected to pay for them. Hence the necessity of a rebate.

(24-9-45)

3. The El.Engr. to Govt. may kindly see again and state whether he agrees.

issue u.o.
23/8

CAB
27.VIII.45

u.o. to El. Engr. 29-8-45

6417
3 SEP

Below U.O.R.No.2606/36 dated the 27th August 1945, from Government in the Public Works Department.

No. LRw7 2507 of 1945.

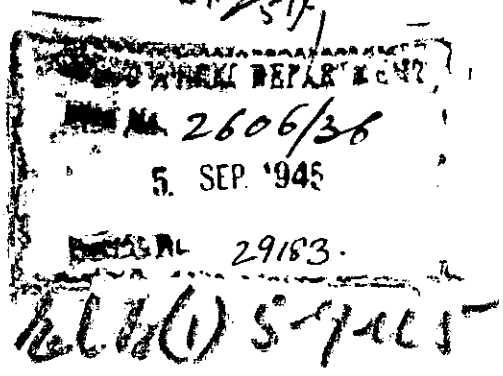
Bombay, 3rd September 1945.

Returned, with compliments.

2. With reference to the Deputy Secretary's note, para.2 (page 89), I would suggest that a rebate of 2 annas per night be allowed by the Company to the Municipality for each lamp not burning I strongly recomm nd that a representative of the Supply Company go round the street lights each night, together with a representative of the Municipality, in order to check the lights; this would not absolve the Municipality from the terms of clause 14 regarding written notice being sent to the Company.

Electrical Engineer to Govt.

P.



Elect. Br. (1)

p. 89

Subtd. w.r.t. the D.S.'s note d. the 27-8-45.

2. W.r.t. para. 2 of the D.S.'s note it may be noted that the Co. cannot be forced to pay a rebate of 2 annas per night per lamp not burning as this matter is governed only by the agreement bet. the Co. and the Munc. It is presumed that it is a suggestion to the Munc. in the form of an advice.

3. A draft letter is put up for appl., wh. may be shown up to the G.D. before submn. to Secy. (1) and A(R).

BPH 25/9/45

I Think 60 watt bulbs are used for street lights. At 3½ annas per unit the amount for one nights (6 hours) consumption would be 1 anna 3 pies. I however Think that the amount of the rebate should be left to the Municy & the Supply Coy to settle among themselves. The draft may be corrected as shown in pencil.

DS

GM 25/IX/45

Letter.

No. 2606/36-El.(1)

P.W.D
B.C., Dt. Sept. 45.

To

The President,
Gadag-Betgeri Muni Borough,
Gadag.

Subj:- Appt. of an arbitrator under Sec. 52 of the I.E. Act, 1910, to settle the dispute bet. the Gadag-Betgeri Muni. Borough and the licensee for the G-B El. License, 1936.

Sir, pp. 79-82

W.r.t. your letter No. 23, d. the 13-4-45, on the subject mentioned above, I am directed to state that arbitration is hardly likely to be of any use at this time. The service lines in Gadag have been laid in such a manner that the lines feeding the street lights cannot be isolated so as to record the st. lt. consumption by introducing meters in them. Expensive changes in the system will have to be made in order that the consumption of st. lts. may be read by meters, in view of the present scarcity and high price of elect. materials. Govt., therefore, considers that present is not the time opportune for resorting to arbitration and the existing practice of calculating the st. lt. consumption shd. be continued.

2. Govt., however, considers that a rebate of 8 annas per light

2606/36

for every lamp not burning shd. be allowed by the licensee to the Muny. irrespective of whether the failure of the lamp to burn occurs on a single day or more. This shd. be arranged mutually with the licensee and it is suggested that representatives of both the Muni. Borough and the licensee shd. go round together every night to check the lights. It shd. be noted, however, that this will not absolve the Muni. Borough from serving a written notice on such occasions, on the licensee in accordance with the provisions of cl. 14 p. 35 of the existing agreement.

(re-10-46)

D.A. - Nil

J. O. S.,

copy to Mr. S. A. Manvi, licensee for the G-B El. License, 1936, for information.

copy also to—

The Elect. Engr. to Govt. w.r.t. his No. LRM7/2507, d. the 3-9-45. p. 91

The G. D.

ELB 3/10

PUBLIC WORKS DEPARTMENT
FILE No. 2606/36
2. OCT. 1945
DIARY No. 32539

AHH 25/9/45

General

25/9/45

U.O. to G.D., S - 9-45

General Deptt

Seen and returned to the P.W.D.

GENERAL DEPARTMENT
File No. 2606/36
A 26 SEP. 1945
Serial No. 2748

28/9/45

29/9/45

MS

U.O. to P.W.D. 1/10/45

24/10

2606/36/32539.

El. Br. (1).

Pl. see proceedings on pp. 87–92. The draft within, as amended in pencil by Dy. Secy. (Mr. Pandit), may now issue, if approved, after submission to A(R).

ASS.
3-10-45.

9/3/10

Secy. (S) A(R)

5/10/45 fc.

A(R)
8/5/10

Please collect & put up on W.P. 93-94 & place
8/10

F.L. 11/10

N.B.:-Bills to be paid in Gadag only and it is understood that orders and payments asked or accepted by any of our Canvassers are understood to be on behalf of our Gadag office. All disputes to be settled in Gadag Court only.

Proprietor S. A. MANVI.

Licensed
ELECTRIC CONTRACTORS.

**Suppliers of**

ELECTRICAL ACCESSORIES
PUMPS,
MOTORS,
DYNAMOS,
SWITCHGEAR,
FITTINGS,
HEATERS,
LAMPS,
FANS

**Stock**

DOUBLE ROLLER GINS, SAWGINS & SUNDRIES, PIPES AND FITTINGS FOR ALL REQUIREMENTS.

FILES, BOLTS, NUTS, OF ALL SIZES. STEAM GAUGE, GLASSES, RUBBER RINGS, ASBESTOS SHEETS AND ROPES.

**All kinds of**

AGRICULTURAL IMPLEMENTS & C. I. RAILINGS & COIR MATTINGS.

MOTOR TYRES, TUBES & SPARES OF ALL MAKERS.

# MANVI BROTHERS.

(Sole Pro.:-S. A. MANVI.)

ELECTRIC LIGHT AND POWER SUPPLIERS,
Gadag-Betigeri, Byadgi and Ranibennur.

Tele { gram MANVI BROS. phone No. 4.

GADAG, 4th November, 46. 193
(India)

To,

The President,
Gadag-Betigeri Municipal Borough, Gadag-Betigeri.

Subject:- Payment of accounts of electric supply by the Municipality.

Sir,

With reference to the correspondance ending with our letter dated 27th March, 1946 we have to address you as under:-

Since July 1945 arrears of our monthly bills have been accumilating these arrears and the arrears of interest before that date and after that date up to 31-3-194 amount to a huge figure of Rs.35008-5-5, i.e. Balance of arrears of interest from 1-12-1937 to 1-9-1944 Rs.586-14-5 and arrears of interest from 1-9-1944 to 31-3-1946 Rs.817-15 and Rs.33603-7-6 monthly bills up-to 1-11-1946 total Rs.35008-5-5.

You would realise that ours is a Public utilit concern and as such it is essential that we should be enable to discharge our obligations to the Municipality and the General consumers in the most effecient manner in consoance with the rules and regulations for the time being in force, and for that purpose the regular payment by the Municipalit a nd the other consumers is strictly necessary.

I regret to say that our financial position i

altogether upset especially on account of the fact that now a days we have to meet every requirement on cash basis. We have been bringing these facts to your notice repeatedly through our manager, whil presenting our monthly bills, but all this has not been paid due attention.

In the above circumstances we again request you to prevail upon the Municipality to clear the huge arrears which have been outstanding with the ~~first~~ least possible delay. We would further add that in case the settlement of outstanding account is not made as requested. We would be constrained to take eventual steps of disconnecting the supply for the street-lighting under Section 24 of th I.E. Act. and the Municipality would be solely responsible for the inconvenience that would be caused to the Public by such disconnection.

Awaiting the favour of an early reply.

x/p 260 mcs

Yours faithfully,

For Manvi Brothers

V. R. Bulla

MANAGER.

Copy forwarded with compliments to:-

1. The Secretary to the Govt., P.W.D. Bombay, for information.
2. The District Magistrate, Dharwar. -do-

P6/36/45434.

L. Br. dy. ✱ P. W. D.

M/S. Manvi Bros, the licensee for the Gadag El. License, have asked the Gadag-Betageri municipal Borough to pay up certain dues amounting to Rs. 35008-5-5, adding that if the mmy. does not clear the arrears early, the Co. would disconnect the supply to the street lights at Gadag. Under Section 24 of the I.E. Act, 1910, the Co. can discontinue supply to the mmy. after seven day's notice if the mmy. neglects to pay el. charges. In the present case, if there is any dispute between the two parties, it can be determined by arbitration as provided in clause 17 of the agreement. This is however a matter between the licensee and the mmy. and Govt. need not interfere in the affair. No further action seems necy. on this repca. which has been sent to Govt for information only. The papers may be recorded.

ASS
18-11-46

Sd/- 9t is not clear why the Municipality is refusing to pay the bills. This dispute between

V MVB
D.S.

× Rs 260 of measd

(El (1) 8/11

Dy 19/11

P. W. D.
File No. 2606/36.
Serial No. 45434.

El (1) 7-12-46

the Supply Coy. and the Municipality the public is likely to suffer inconvenience. Perhaps the Coll. may be requested to ascertain from the Mercy and report to us the reasons why the bills are not being paid.

CLL
18 XI 46.

secy(E) Yes. I consider the Collector should be asked to submit a full report at a very early date; he should also be asked to try to settle the dispute between the Municipality & the Supply Co.

IWB 19/11/46

~~P. 36~~.

El. Br. dy.

P. W. D.

Resubmitted with the necy.

draft put up for approval.

ASS
20-11-46

GM
20 XI 46

DS.

~~2606/36/45434~~

Letter.

No. 2606/36-El.cb P. W. D.

B.C., 21st Nov. 1946.

To

The Collector of Dharwar.

Sub:- Payment of street-lighting charges by the Gadag-Betgeri Muny.

~~Dear Sir~~, Pp 97-99

It has been brought to the notice of Govt. that the Gadag-Betgeri muny. has neglected to pay the charges for street-lighting at Gadag to the licensee for the Gadag-Betgeri El. license, 1936. The arrears in this con. amount to about Rs. 35008/-. You are therefore requested to ascertain from the muny. why it refuses to pay the el. bills and submit to Govt. a full ~~det~~ report at a very early date. You are further requested to try to amicably settle the dispute, if any, between the two parties since as a result of the dispute, the public is likely to suffer inconvenience.

DA- Nil.

ABS
20-11-46

By order of the G. of B.

ISSUED
On 22/11/46

CJ
20/11/46

DS.

2606/86/45-434 · 104

El. Br. cb

P. W. D.

Resubmitted.

2. The El. Engr. to Govt. may see no. for his information, the proceedings on pp. 97–103 ante.

ASS
23-11-46
25

DNO
25/11/46

25/11/46

... o. S. A. S.

U.O. lr. El. Engr. to Govt., dd 26-11-46. no.

Below U.O.R.No.2606/36/45434 dated the 26th November 1946, from Government in the Public Works Department.

======

No. LRM.7/ 3455 of 1946.

Bombay, 3rd December 1946.

Seen and returned, with compliments,

Electrical Engineer to Govt.

P.

2606/36
49441

Rl. Br (I). P.W.D.

Submitted with reference to the O.M. on p. 1 ante.

2. The receipt of the collis p 103 report may be awaited.

4/12/46

4/12/46

(illegible)

M.W.F.

E(C) 3/12

2606/36

49441

Received 2-12-'46

49441

P.W.D.

El. Br. (1)

The Collector of Dharwar expedited under No. 2606/36 El. (1), dated the -1-47, (with ref to G.O. No. 2606/36 El (1), dated the 21-11-1946.

Issued
21/1/47.

for S.R.S.

Await (1.3.47)

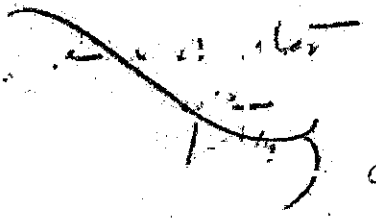
2606/36/1
49441
P.W.D.

El. Br.
The Collr. of Dharwar expedited

under No. 2606/36-El, dated the 10-4-47, (with
ref. to G.L. No. 2606/36-El(I), dated the 21-11-46.

10/4/47

10/4/47



Ans. (15. 5. 42)

14/4

Mr. (collins relay has
leaving → PL Looks ok)

13/6

Subject:-Payment of Street lighting charges by the Gadag--Betgeri Municipality.

.....

No.Mun.G.B.638.
Dharwar, 6 -6- 1947.

Letter.
To,

The By. Secretary to Government,
Public Works Department,
Bombay.

Ref:-Government letter P.W.D.No.2606/36-El.(1) dated 21st November 1946 P103

It is now reported by the President, Gadag-Betgeri Municipal Borough that an amount of Rs.26,920/- has so far been paid to the Electric Co. towards street-lighting charges in arrears

in arrears. He promises to pay the balance when the Municipal funds permit.

The previous dispute between the licensee and the Municipality no longer exists. It is now simply a question of paying off the old dues as and when funds permit.

Elm. 15/5?

. . . .

a.5/6. Collector of Dharwar.

2606/36/24853

El. Br.

P.W.D.

Submitted for information.

14/6/47

D.S(P+R)

P. W. D.
File No. 2606/36
Serial No. 24853

10-6-47

# MANVI BROTHERS.

*Electric Light & Power Suppliers,*

*Branches:* RANEBENNUR, BYADGI AND HAVERI.

**GADAG.**
DIST. DHARWAR.

*Head Office:* GADAG.

*Date* 25.8.1947. *194*

True Copy of The Letter.

To,
The President,
Gadag Betgeri Municipalxx Borough, Gadag.

Subject:-Arrears.

Sir,

We regret to bring to your kind notice that the amount of arrears towards our street-light monthly bills is accumlating heavily the amount of arrears of bills and interest calcul-ated at the rate of 4% as per agreement up to 1.8.1947 comes to Rs.28939-2-10.

Ours is a big concern we have to meet all our expenses on cash xxxx basis, it is be-coming xxxxx highly inconvenient and almost impossible for us to allow such an accumlation of our dues. If you fail to take necessary steps to make it convenient to pay off our arrears within fifteen days of the receipt of this letter, we are extreemly sorry that we will obliged to serve you with a notice to cut-off the lights to the great inconvenience to the Public of Gadag-Betgeri for which ent-ire blame and responsiblity will lie on you.

Yours faithfully,

Sd. V.R. Bulla.

# MANVI BROTHERS.

## Electric Light & Power Suppliers, GADAG.

Dist:- DHARWAR.

*Head office :-* GADAG. *Branches:-* RANEBENNUR & BYADGI.

*Date* 1-10-1947 *194*

True Copy Of The Notice.

To,
The President,
Gadag Betigeri Municipal Borough, Gadag.

Subject:-Notice under Section 24(1) of I.E.Act of 1910.

Sir,

Take notice that we intend to disconnect the street lights in your Municipal Borough Area from the First of November,1947 for the following reasons:-

Sir, you are aware that our dues up to 1.10.1947 and interest up-to 1.8.1947 amounting to Rs.33876-7-0 by way of arrears of charges for consumption of electric energy consumed by you is over-due to us from you since long time. In this connection we addressed you a letter on 25.8.47. We very much regret to point out that such an important request from us has not deserved any serious consideration from you. It remains unanswered even to date.

We have with clear sense of patience waited so long. You know that ours is a big concern and we have to meet all our expenses on cash basis it has become impossible for us to wait any longer. The Public will be put to great convenience if the street lights are cut-off but we are sorry that such consideration will upset our financial. When you are not paying any heed to our repeated request, and not making any attempt to solve the problem, we feel quiet helpless. The whole blame and responsibility for Public inconvenience,hard-ships and mis-hap, we are sorry to point out will wholely on you.

Thus we are constrained to serve you with this notice, therefore please take notice if you do not pay our dues by the end of October,1947 we are going to discontinue to supply emergy for street-lights from 1.11.1947.

p.t.o.

Yours faithfully,

Sd. V.R. Bulla.

# MANVI BROTHERS.

## Electric Light & Power Suppliers, GADAG.

Dist:- DHARWAR.

*Head office :-* GADAG. *Branches:-* RANEBENNUR & BYADGI.

*Date* 16th October, *194* 7

To,
The Secretary to the Government of Bombay,
Public Works Department,
Bombay.

Sub:-Gadag-Betgeri Municipal Arrears.

Sir,

We beg to bring to your kind notice the following facts relating to accumlation of arrears from the Gadag-Betgeri Municiplity and our serving of ~~Xxxxx~~ Notice under section 24(1) of I.E. Act to the Municipality. Our arrears with interest comes to Rs.33876-7-0 on 1.10.1947. In these days of high prices it has almost become impossible financially to meet all our day to day expenses in the face of such heavy arrears. We first sent to Municipality on 25.8.47 a letter p.111 which is kept here-with and as that letter fail to receive any attention by the Municipality in as much as it was not even answered. So, we gave to Municipality a regular Notice on 1.10.47 a copy p.113 of it also is enclosed.

The time for disconnecting lights on 1.11.47. The Company here-by requests that by that time the Municipality may kindly ~~xx~~ be advised to see its way to clear off the arrears and avoid inconveniences of the Public which will ensue by the disconnection of lights.

Yours faithfully,

*For Manvi Brothers*
V.R.Bulla
MANAGER.

cc.to:-
The Electrical Engineer to Govt.
P.W.D. Bombay.
The District Magistrate,
Dharwar.

r/p 260 07
means

121 2216

P. W. D.
File No. 2606/36
Serial No. 45161

2606/36/45161

El. Br.

P. W. D.

According to the licensee (p.115) for the Gadag El. License, the Gadag-Betigiri Muny. has neglected to pay the charges for street-lighting at Gadag. The arrears in this con. amounted to Rs. 33876-7-0 on 1-10-47. The licensee has accordingly served the notice (p.113) on the muny: to clear the arrears under Section 24 of the I.E. Act, 1910 and has since discontinued el. supply to the muny. — vide extract* from the Samyukta Karnataka (Kannada daily) dated the 4-11-47. The licensee's action is in order according to the rules. All that this Deptt. can do is to request the Collector of Dharwar to advise the municipality to pay off the el. bills. Similar trouble arose in the past in respect of this muny. and the collector was addressed as per G.L. No. 2606/36-Elcls, (p.103) dt. the 21-11-46 and the muny. had cleared a portion of the then outstanding bills — vide the Collector's letter (p.109-110) No. MUN. G.B. 638, dt. the 6-6-47.

* (p.260 of Mr. Cases)

& Linked Case No. II (File S-220 of 47-79)

2. The —

2606/36.

2. The municipalities or other local bodies are chiefly responsible for lighting the public streets in their respective areas — vide, section 54(1)(a) of the Bombay dist. munc/pl. Act of 1901 and also section 68(1)(a) of the Bombay Municipal Boroughs Act of 1925. In the present case, the public of Gadag has to suffer a lot of inconvenience by the failure of Gadag-Betgeri munc. to pay the street-lighting charges. The H. & L. G. Deptt. may, therefore, see these papers no. for remarks and advice in the matter.

ASS
10-11-47.

X will be put up by Regd.

(10-12-47)

25-(94(P),
no to H. & L. G. Dept.

by
10 x 47
same no
10/11/47

no. to H. & L. G. Deptt 11-

HEALTH & LOCAL-GOVT. DEPARTMENT
File No. PHD. 2606/36
Date 14/11/47
Serial No. 15 5650

Health & L.G.Deptt.

In the case the Gadad-Betagiri Muny. has failed to pay the charges on street lighting at Gadag and the Electric Supply Co. of Gadag has, therefore, discontinued electric supply to the Muny. It is an obligatory duty of the Muny. to provide for lighting public streets, buildings and places. As the public of Gadag will have to suffer lot of inconvenience due to the discontinuance of the electric supply, the Collr. may be asked to induce the Muny. to pay the charges by instalments and bring about an amicable settlement between the two parties. If, however the Muny. has no money to pay the bills Govt. will have to consider the question of superseding the Muny. under sec. 219 of the B.M.B. Act, 1925 ~~170 of the B.D.M. Act, 1901~~.

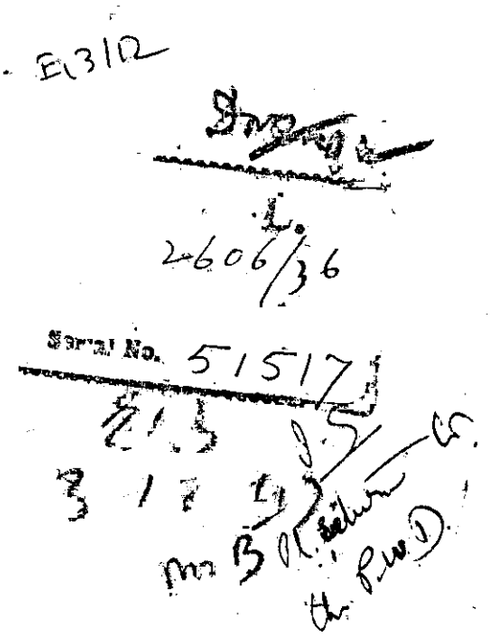
2. These papers may be returned to the P.W.D. with a request to advise the Collr. as at 'A' above.

(2 1-12-47)

DSC 1.12.47)

D S

Ltr to the P.W.D. dt 2 12 47


E(3)12
L.
2606/36
Serial No. 51517

INVEST WISELY
Buy NATIONAL SAVINGS CERTIFICATES

POST DEPARTMENT
(POLITICAL)
File No. X
11.X1.47
Serial No. 15854

# INDIAN POSTS AND TELEGRAPHS DEPARTMENT.

Class Prefix ..... Code.....

No. 1 C.

Recd. from _____

By RM 121

Sent at _____ M.

To _____

By _____

Office Stamp.

Handed in at (Office of Origin). | Date. | Hour. | Minute. | Service Instructions. | Words.

Gadag | 6 | 15 | 10 | | 23

Recd. here at 16 H. 25 M.

**To** Home minister govt bombay Poona = Gadag Retasri municipal street lights disconnected by electric company from first nizam boundary adjoining life in danger Requesting your intercession in restoring lights - tarabai municipal councillor

*N. B.*—The name of the Sender, if telegraphed, should be written after, but separated from, the text.

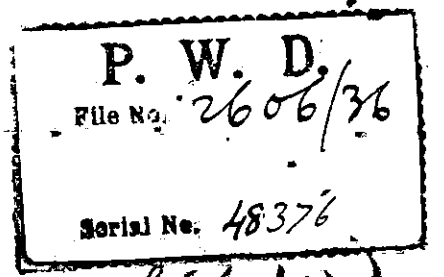
Ferozsons, Lahore.

cm SDA/15854 dN
11-11-47 5P-WD

File.
L. O
SH.1492
11-11-47.

-Ed 11/11

D-M2 11/11




MM3 Sec's (1)

11-11-11

W. Wright

2606/36/48376.

El. Br. P. W. D.

The main file, containing the letter from the Supply Coy. at Gadag to the effect that the Coy. has served the notice on the Gadag munv. under section 24 of the I. E. Act, 1910, that the el. supply to the streets would be disconnected if the munv. did not clear the arrears due to el. bills which amounted to some thousands of rupees, is under ref. to the H. & L. G-Deptt since the 11-11-47, for the remarks and advice of that Deptt. This telegram may be sent no. to that Deptt in continuation and with a request to advise the munv. at once to pay up the Supply Co's. bills, the Coys. action in disconnecting supply being in order under the rules the munv. being chiefly responsible for the street lights, the restoration of which is necy. in the interest of public safety.

12-11-47

12/11/47

For DS-(Gen)
Sent to H & L

H. & L. G-Deptt. dl. 12-11-47.

HEALTH & LOCAL GOVT. DEPARTMENT
File No. LGD 2606/36/48376
Date 14/11/47
Serial No. 5648

Re-issue no. necessary
12/11/47

H. H.L.-G.D.

Please see the office note dated 7.11.47 of today's date in the linked file I. This may be returned to the P.W.D. with the main file (with I)

P.W.D. 2606/33

(P.12.47)

2.12.47

Sent to the P.W.D. 2.12.47

D.S. E13/12 2.12.47

2606/36

Secy. No. 51494

3-12-47

D.S.

Pl return to the P.W.D.

2606/36/51517 &
51494.

El. Br. P. W- &.

Submitted with refce. to the O.Ns. dated the 10-11-47 and the 12-11-47.

2. In view of the H. & L. G. &/olt. note, d. the 1-12-47, the draft put-up may issue, if a/p/d. The J+M. may not perhaps be troubled with this case.

ABS
6-12-47.
8

DO&C/R

P.S.

8/12

2606/36/48376 & 51494.

Letter.

NO. 2606/36-El. P. W. D.

B.C., 8th Dec. 1947.

To

The Collector of Dharwar.

Sub:— Payment of street-lighting charges by the Gadag-Betigiri Muny.

Refce:— Correspce. ending with your letter No. MUN. G.B. 638, d. the 6-6-1947.

2. It has been brought to the notice of Govt. that the Gadag-Betigeri muny. has once again neglected to pay the charges for street-lighting at Gadag. to the licensee for the Gadag-Betigeri El. License, 1936. The arrears in this con. amount to about Rs. 33,876/— and consequently, the licensee has discontinued the el. supply to the street lights at Gadag. You are, therefore, requested to induce the municipality to pay the electric charges by instalments and bring about an amicable settlement between the two parties, as the public have to suffer a lot of inconvenience due to the discontinuance of electric supply.

3. You —

2606/86.

3. You are, further, requested to report at a very early date whether the non-payment of the el. bills by the muny. is due to any particular dispute between the two parties, concerned, or is it because the muny. has no money to pay the el. bills.

DA- Nil.

By Order of the G.O.B.

Copy forwarded for inform. to -

the Health & L. G. Deptt.,
the El. Engr. to Govt.,
Miss Tarabai, municipal councillor, Gadag,
(with refce. to her telegram d.
the 6-11-47, to the Hon'ble minister
for Home and Revenue);
M/S. Manvi Brothers, Gadag, (with refce.
to their letter, d. the 1-10-1947).

ABB.
6-12-47.
8

8/12

10/12/42

8/12/47

8/12

8/12

Subject:- Gadag Municipal Borough-
Lighting of streets by .-----

...

Letter.

No.Mun.G.B.638.
Dharwar, 2 / 12/ 1948.

To

The Secretary to Government,

P.W.D., Bombay.

Ref:-Your letter No. 2606/26-EL of 8-12-1947.

The matter was amicably settled and the lights have been restored from 6th Nov. 1947.

2. The dues of the Electric Co. were not paid by the Municipality because the Municipality had no money to pay the bills at the time; and not because there was any particular dispute between the two parties. In this connection, attention is invited to my letter No.Mun.G.B. 638 dated 6-6-1947.

Collector of Dharwar.

2606/36
544

El. Br. P. W. D.

Submitted for inform. with ref. to G.L. No. 2606/36 - El. dt. the 8-12-1947.

2. From the Collectors letter overleaf it will be seen that the matter has been amicably settled. No further action is necessary on these papers. The H. & L.G. Deptt. & the El. Engr. to Govt. may however see the Collectors reply u.o. for information.

6-1-48

(7)-2 48)

Put up 15/2

El. B 5/1 El. B 5/1

PWD. 2606/36 8-1-48 9 89

2606/36

544

DA 86/1/48 7/1/48

U.O. to H. & L.G. Deptt & El. Engr Circle : Mrs F. Clerk 6/1

8-1-48

2606/36
2360

Health and Local Govt. Deptt

Seen and passed on to the Electrical Engr. to Govt.

DM 12/1/48

12-1

3-1

Elec. Engr. to Govt.
20/13th Jan 1948
No. LRM7/ 3386 dt 15/1/48

Seen & returned with compliments.

El. Br 15/1

P. W. D.
File No. 2606/36
Serial No. 2360

ELECTRICAL CONSULTANT TO GOVT.
P. W. D. BUREAU.

El. Br.

P.W.D.

Record.

16-1-48

16/1/48

File 16/1

A.A5

2606/36/5860

NO. 2606/36-El. P. W. D.

B.C., 6th Feb. 1948.

To

The President, Gadag Betgeri municipal Borough,
Municipal Office, Gadag.

Sub:- Street-lighting agreement.

Dear Sir,

I am directed to state that your letter NO. 1250, d. the 30-1-48, on the above subject, (pp. 143-144) has been forwarded to the El. Engr. to Govt., P.W.D. Offices, Churchgate Street, Bombay, for necy. action.⊗ Any further correspce. in the matter may please be made to that Officer direct.

⊗ The El Engr. can best advise them in the matter.

DA - Nil.

Yours faithfully,

Copy, with the mun's. letter in original (pp 143-144) & its accompts. (pp 133-142), forwarded to the El. Engr. to Govt. for disposal.

A&B
5-2-48
6

DS.

7/2/48

Dy Supdg

6-2-48
6/2

TW
9/2

Subject:- Gadag Betgeri Municipal Borough.
Supply of electricity ---

No: 405 of 1948-49.
Municipal Office.
Gadag, 29th June 1948.

To

The Collector of Dharwar.

Sir,

I have the honour to state that the present electric agree--ment made and entered into on 1-9-1933 between the Municipality and Mr. Shidramappa Andanappa Manvi of Gadag, Sole Proprietor of -- M/s. Manvi Bros. Electric Company will expire on 31-8-1948.

Some Councillors and public of Gadag Betgeri are of opinion that meter system would be more beneficial and some opine that it would be beneficial if the Municipality will have its own -- electric plant. In this way there are different types of opinions. So, the Municipality after considering the report of the Sub-Commit--tee appointed for this purpose have resolved in their Resolution - No. 314 of 28-2-1948 that it is not necessary to renew the agreement as per clause 16 of the present electric agreement and from --- 1-9-1948, Standing Committee should make arrangements to light the streets with petromaxes and lanterns till the Municipality shall -- have its own electric plant.

As the efforts made by the Municipality for further agree--ment with the Company have been failed the Municipality on the - recommendation of the Standing Committee have resolved that the -- Government should be requested to acquire and hand over the local - electric Company to the possession of the Municipality after revoking the licence of the said Company and further recover the cost of -- acquisition of the Electric Company from the Municipality by annual instalments in the interest of public of Gadag Betgeri.

I therefore request you kindly to take necessary steps for acquiring the Manvi Bros. Electric Company Gadag and to hand over the same to the possession of the Municipality at your earliest -- convenience.

Your obedient servant,

President,
Gadag Betgeri Municipal Borough.

30 JUN 1948

NO.POL.SR.125 Dharwar, 13/7/1948

Submitted to the Deputy Secretary to Government, P.W.D. Bombay for favour of disposal.

District Magistrate, Dharwar

B.B.

EI.B
2017
2606/36.4
39032

2606/36/39032.

El. Br.

P. W. D.

The agreement between the licensee for the electricity undertaking at Gadag and the Gadag municipality in respect of street lighting expires on the 31-8-48. The muny. states that—

(a) It does not want to enter into a new agreement with the licensee as all its efforts in the matter have failed;

(b) The license of the present licensee may be revoked and the undertaking at Gadag may be handed over to the muny.

2. It is not known why exactly the muny. does not want to enter into a fresh agreement with the licensee. If there is a dispute re: charges for supply for public lamps, the muny. can seek arbitration under clause XII of the Schedule to the I. E. Act, 1910.

3. The failure of the muny. and the licensee to come to a settlement re: street lights, does not amount to circumstances which may justify revocation of a license under Section 4 of the I. E. Act.

The muny. will, however, get the option of purchasing the undertaking at Gadag in 1936 according to clause 11 of the Gadag El. License 1936. Before that time, the licensee cannot—

cannot be compelled to handover the undertaking to the mung. If that body can persuade the licensee to assign his license to the mung. earlier, Govt will have no objection to such assignment, provided the mung. is found to be in a position to fulfil its duties and obligations under the I.E. Act, 1910.

4. If the mung. does not want to keep any relations with the licensee, it can perhaps instal its own plant and use the energy for its own purpose of lighting street lamps, which will not perhaps amount to ~~the~~ / business of supplying / engaging in the energy in terms of section 28 of the I.E. Act.*

5. Before the Dn. Dharwar is asked to inform the mung. in terms of paras 2, 3 and 4 above, the El. Engr. to Govt may see the papers no. for remarks, if any.

* p. 269 of Meares

6. It is added for information that this mung. has often failed in the past to pay the electric bills for street lights — vide, G.L. No. 2606/36-El., d. the 8-12-47 and the proceedings underlying it. f/s 127-128

5-8-48. U.O. to El Engr

Urgent.

U.O. to El. Engr. to expl. & 6.8.48

No 5 El

Below U.O.R.No.2606/36/38032 dated the 6th August 1948, from Government in the Public Works Department.

No. LRMY/2288 of 1948.

Bombay, 11th August 1948.

Returned, with compliments.

2. I agree with the Secretariat office note. I would, however, like to point out that, owing to scarcity of kerosene and also the petromax lamps, it may not be possible for the Municipality to make efficient arrangements for the lighting of the streets and this may result in disorders in the town. The District Magistrate may, therefore, be requested to prevail upon the Municipality to continue the present arrangement of lighting the streets by electricity.

E1.11.48

11/8

P. W. D.
File No. 2606/36
Serial No. 43851

Ele 37.
11/8/48

Electrical Engineer to Govt.

P.

Mr B (PL
show to
him with
reference to
a telephonic
talk)

2606/36/43851.

El. Br. P. W. D.

Submitted with refee. pp 149-150
to the O. N. d. the 5-8-48.
pp-153-154
2. The draft put up may issue, if approved.

17-8-48.

2606/36/43851.

NO. 2606/36-El. Letter. P. W. D.

B.C. 18th Aug. 1948.

To

The D. M., Dharwar.

Sub:— Street lights at Gadag.

Refce:— Your endt: NO. POL. SR/1148 1257, dated the 13-7-48.

2. The request of the Gadag Belgeri Municipal Borough to revoke the Gadag El. License, 1936, cannot be accepted, as the circumstances of the case do not justify such a revocation.

3. The undertaking at Gadag cannot be handed over to the Muny. before 1986, when it gets the option of purchasing the undertaking according to clause 11 of the Gadag El. License, 1936. If, however, the Muny. succeeds in persuading the licensee to assign the license to it earlier, Govt. will have no objection to such an assignment provided the Muny. is found to be in a position to fulfil its duties and obligations under the I.E. Act, 1910.

4. The —

2606/36.

4. The muny. is, further, at-liberty to make its own arrangements for street lights, independent of the licensee. Govt., however, considers that it will not be possible for the muny. to make efficient arrangements for lighting the streets owing to scarcity of kerosene and petromax lamps and this may result in disorders in the town.

5. You are, therefore, requested to explain the above position to the muny. and to prevail upon that body to continue the present arrangement of lighting the streets by the licensee; as the dispute, if any, between the muny. and the licensee re: the charges for electric supply for public lamps, can be determined by arbitration under clause XII of the Schedule to the I. E. Act, 1910. p 333 of papers

By Order etc DA-Nil

Copy forwarded for information to the El. Engr. to Govt. with refee. to his p 151 no. LRM 7/2288, dated the 11-8-48.

ISSUED on 20/8/1948

ASS 17-8-48

Vide 18/8 DS.

No.Mun.S.R. Dharwar, 9/8/1948.

To

The President, Gadag-Betgeri Municipality,
Gadag.

Sir,

At your request I attended the meeting convened in the Municipal Hall on 6/8/1948 to which the Proprietor of the Gadag Electricity Company was also invited in order to have some solution to the dispute between the Municipality and the Electricity Company in regard to the execution of a new agreement as the old agreement was to expire on 31/8/1948. The amicable spirit shown by the members as well as by the Proprietor of the Electric Company was indeed praiseworthy.

The agreement reached between the two parties could be briefly stated as follows:

(1) That the fresh agreement to be entered into should be for a period of 7 years with a proviso for agreement that should Jog Electricity Scheme come into operation this agreement would cease to operate and if thereafter no further agreement can be reached between the Proprietor of the Electric Company and the Municipality regarding the fresh rates to be levied, either party will have the right to refer the matter to Government who may then appoint three arbitrators -one nominated by the Municipality, one by the Proprietor of the Electric Company and the third by Government. The decision of the majority of these arbitrators would then be binding on both the parties.

(2) It was also agreed that the minimum number of lights that were required to be paid for by the Municipality would be 1160. The minimum number of hours 2000 with the existing candle power of lights was to be maintained and that in case new lights were required to be given it should not be less than 30 watts.

(3) It was also agreed that so far as rates are concerned, to be embodied in the new agreement this should be decided by arbitration. The procedure for arbitration being that as outlined in para 1 above.

I would, therefore, request you to place this agreement before the General Board and after getting its approval thereto to get the agreement drawn up on the above lines.

Yours faithfully,

Sd/- S.Benjamin.
Collector of Dharwar.

Copy forwarded w/cs. to (1) Proprietor of the Electric Co., Gadag.
(2) Electric Engineer to Govt., P.W.D., Bombay.

Copy submitted to (1) Commissioner, S.D., Belgaum.
(2) Secretary to Govt. P.W.D., Bombay.

Collector of Dharwar.

2606/36/46165.

El. Br.

P. W. D.

Submitted for information with refce. to the G.L. on pp. 153-154 ante.

2. Necy. action re: arbitration mentioned at 'A' on p 155 will be taken, if and when such proposals are recd. from the parties concerned. A copy of the DM's. letter (p155) within has already been endorsed to the El. Engr. No further action is necy.

ASO
25/8/48.

Record.

ASO
as 28

DS ✓

Subject:- Gadag Betgeri Municipality --
Agreement between -----
and the Local Electric Co., in respect of street lighting &e.

No. 296 of 1949-50
Municipal Office,
Gadag 29th June, 1949.

To

The Secretary to the Government of Bombay,
Public Works Department, Bombay.

Sir,

1.Copy of Collector's letter No. Mun.S.R. of 9-8-48
2. Copy of Collector's letter No. Mun.S.R. of 6-5-49.

I have the honour to forward herewith the margin -ally noted papers and to state as under:-

The Electric agreement made and entered into on 1-9-1933 between the Municipality and Mr. Shidramappa Andanappa Manvi of Gadag, sole proprietor of Messrs. Manvi Bn Bros' Electric -- Company, Gadag expired on 31-8-1948. Some councillors and public of Gadag Betgeri were of opinion that the installation of lights on metre system would be more beneficial and some opined that it would be more advantageous if the Municipality has its own --- electric plant. In view of such difference of opinion the Munici -pality could not come to final decision early. However the Municipality tried its best to have the agreement renewed with the local Electric Company for a shorter period on the old conditions anticipating that the things would improve if there was supply of energy from the Jog Falls at cheaper rates and that the Municipal -ity may take its advantage in the interest of public funds. As the Company did not agree to this, the Municipality had to approach the Collector of Dharwar to intervene in the matter and to instruct the Company to continue the lights on the old conditio as provisional measure in the interest of public convenience and safety.

The Collector of Dharwar, under his No. MUN.S.R. of 6-8-48 suggested that the fresh agreement to be entered into -- should be for a period of seven years with a proviso that shoul the Jog Electric Scheme come into operation, the agreement would cease to operate and if thereafer no furhher agreement can be -- reached between the Eelectric Company and the Municipality, ---

regarding the fresh rates to be levied etc. either party will have the right to refer the matter to Government who may then appoint three arbitrators - one nominated by the Municipal -ity, one by the Electric Company and the third by Govern -ment. The decision of the majority of these arbitrators would then be binding on both the parties/ and also so far as rates are concerned to be sh embodied in the new agreement, this -- should be decided by arbitration , the procedure for ---- arbigration being that as outlined above. This has been -- agreed to by both the parties.

Accordingly the Municipality in their resolution No. 148 of 24-8-48 resolved that clauses as agreed to by the Munici -pality and the Electric Company as mentioned in the Dharwar Collector's No. Mun.S.R. of 9-8-48 should be accepted and -- further agreement should be drawn up and entered into on these lines and that the Electric Company should be requested to -- continue the lights accordingly after 31-8-48.

Further the Municipality in their resolution 8 of 14-1-49 have suggested the name of Mr. C.B.Rachayanavaf ,B.A, L.L.B. , pleader as/ an arbitrator on behalf of the Municipality as there was difference of opinion regarding the rates as suggested by the Collector under his NO. Mun.S.R. of 9-8-48. The Proprietor of the Electric Co also has suggested the name of Mr.T.V.Koti, B.A, L.LB., pleader as an arbitrator on behalf of the Company.

I therefore request ~~xxx~~ the Government to kindly -- appoint three arbitrators - one nominated by the Municipality, one by the Electric Company and third by the Government for -- fixing the rates as immediately as possible in order to avoid further troubles and unnecessary complications.

Yours faithfully,

President
Gadag Betgeri Municipal Borough.

Submitted through the Collector
of Dharwar.

No. Mun.S.R. Dharwar, 9-8-1948.

To,

The President, Gadag Betgeri Municipality,
Gadag.

Sir,

At your request I attended the meeting convened in the Municipal Hall on 6-8-48 to which the Proprietor of the --- Electric Company was also invited in order to have some solution to the dispute between the Municipality and the Electricity Company in regard to the execution of a new agreement as the old agreement was to expire on 31-8-1548. The amicable spirit shown by the --- members as well as by the Proprietor of the Electric Company was indeed praiseworthy.

The agreement reached between the two parties could be briefly stated as follows:

(1) That the fresh agreement to be entered into should be for a period of 7 years with a proviso that should the Jog -- Electricity Scheme come into operation this agreement --- would cease to operate and if thereafter no further agree -ment can be reached between the proprietor of the Electric Company and the Municipality regarding the fresh rates to be levied etc. either party will have the right to refer the matter to Government who may then appoint three --- arbitrators - one nominated by the Mun cipality , one by the Proprietor of the Delctric Company and the third by Government. The decision of the majority of these --- arbitrators would be binding on both the parties.

(2). It was also agreed that the minimum number of lights that were required to be paid for by the Municipality -- would be 1100. The minimum number of hours viz, 2000 with the existing candle power of lights was to be -- maintained and that in case new lights were required to be given it should not be less than 30 watts.

(3). It was also agreed that so far as rates are concerned to be embodied in the new agreement this should be -- decided by arbitration , the procedure for arbitration being that as outlined in para 1 above.

I would therefore request you to place this ---

agreement before the General Board and after getting its - approval thereto to get the agreement drawn up on the above lines.

Yours faithfully,

Sd. X X X

Collector of Dharwar.

** . *************

True copy.

President
Gadag Betgeri Municipal Borough

Subject:- Gadag Betgeri Municipalty.
Agreement between ---
and the local Electric Company in repect of
street lights.

Letter.

No. Mun. S.R.
Office of the Collector
Dharwar Dated 6-5-1949.

To

The President,
Gadag Betgeri Municipality.

Reference :- Your letter No. 93 of 19-4-49.

When we met on 2-5-1949, it was agreed that Mr. Manvi should communicate the name of the arbitrator on his behalf to the Municipality and the Municipality should then within a fortnight refer the matter to Government for arbitration as already decided in the previous meeting attended by me. It was also agreed that the Municipality should pay in the meantime at the rate of Rs 0-4-6 + sur-cherge per unit without prejudice to the rights of either party. Please take action according and send your further report to me in due course.

Sd. X X X.

For Collector, Dhrwar.

---

True copy

President
Gadag Betgeri Municipal Borough.

Below No.296 of 1949-50, dated 29th June 1949, from the President, Gadag Betgeri Municipal Borough, - addressed to the Secretary to the Government of Bombay, Public Works Department, Bombay.

---

SUBJECT:-.Gadag Betgeri Municipality---
Agreement between and the Local Electric Co., in respect of street lighting &c.

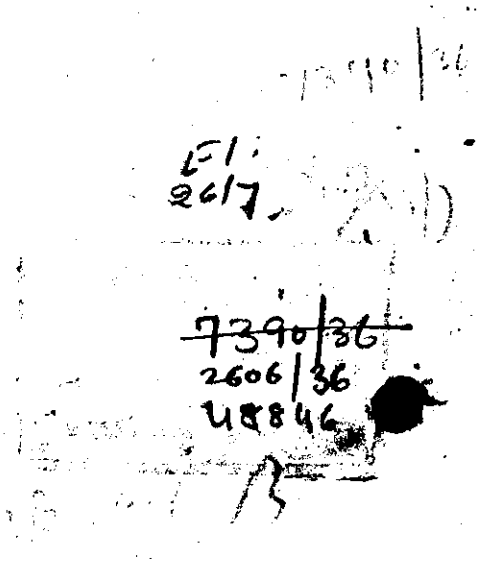
No.MUN.S.R. 1236.
Office of the Collector, Dharwar.
Dated the 15th July, 1949.
18

Forwarded with compliments to, the Secretary to - Government Public Works Department Bombay for favour of - further action.

c.c. signed by
Collector.

16/7
for Collector of Dharwar.

---o---



Subject:-Gadag Betgeri Municipality--
Agreement between ---
and Electric company in respect ofstree lights.

No.406 of 1949-50.
Gadag, 2-8-1949.

To

The Collector of Dharwar.

Sir,

With reference to your No.Mun.S.P. of 8/7/1949(received here on 23/7/1949, I have the honour to state that the matter has been already referred to the Government through you under this office No.-396 of 29/6/1949.

I therefore request you to kindly move the Government to appoint three arbitrators - one nominated by the Municipality, one by the Electric Company and the third by Government for fixing the - rates as immediately as possible in order to avoid further troubles and unnecessary complications.

Yours faithfully,

s.d- x x x x
President, Gadag Betgeri Municipal Borough.

---

NO.MUN.S.P.1236 . Dharwar; dated 9/8/1949.

Copy f.w.cs., to the Secretary P.W.D. Department in continuation of this office No.MUN.S.P. of 22/7/1949.

9/8

a. for Collector of Dharwar.

P. W. D.
File No. 2606/36
Serial No. 54144

2606/36/48846 & 54144.

El. Br. II. P. W. D.

In con. with the dispute between the Gadag muny. and the supply co. at Gadag, re: the rates for street lights, the muny. has now approached Govt. for arbitration and requested Govt. to appoint three arbitrators as follows:-

(a) One nominated by the muny. viz. mr. C.B. Rachayanavar, B.A., LL.B., pleader.

(b) One nominated by the co. viz., mr. T.V. [illegible], B.A., LL.B., pleader.

(c) One to be nominated by Govt.

2. Under section 52 of the I.E. Act, 1910, disputes about street lighting rates can be determined by such person or persons as Govt. may nominate in that behalf on the application of either party. In such cases, however, Govt. has been usually appointing one arbitrator only viz. El. Engr. to Govt. In the present case, as the muny. & co. have requested for the appointment of three arbitrators, the El. Engr. may be requested to state whether he would like to act as a third arbitrator in the dispute, on behalf of Govt. on usual terms. In case that officer thinks that one arbitrator would—

2605/36.

would be preferable to three, he may please justify his view by giving reasons, so that the same may be communicated to the party.

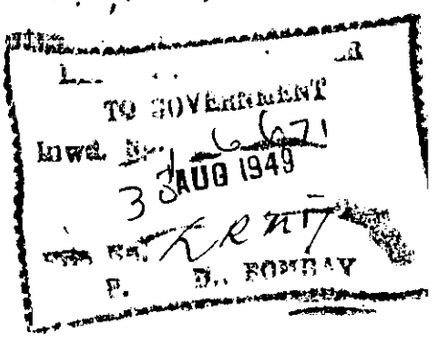
ABS
27-8-49
29

Thro' EB (I).

OBR
29-8-49.

ZS.

KJ 29/8/49



Below U.O.R.No.2606/36 dated the 30th August 1949, from Government in the Public Works Department.

No.LRM.7/4194of 1949.

Bombay, 13th September 1949.

Returned, with compliments.

2. In accordance with the provisions of section 52 of the Indian Electricity Act, 1910, the power to nominate one or more arbitrators rests with Government and the parties to the dispute cannot claim to appoint their own nominees. There, however, seems to be no objection to accept the nominees of the parties as arbitrators and appoint on behalf of Government a third person as an umpire, instead of a third arbitrator, on the condition that such umpire will interfere only if the two arbitrators disagree.

3. I have no objection to act as an umpire, as stated above, on the usual conditions.

By Electrical Engineer to Govt.

2606/36

60179

2606/36/60179

No. 2606/36-El. I

P. W. D.

B.-e., 17[14] Nov. 1949.

To

The President,
Gadag Belgeri municipal Borough,
Gadag.

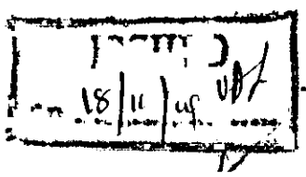
Sub:— Street lights at Gadag—dispute.

Dear Sir,

With ref.ce. to your letter No. 296, dt. 159 the 29-6-49, on the above subject, I am directed to state that in accordance with the provisions of Section 52 of the Indian Electricity Act, 1910, the power to nominate one or more arbitrators rests with Govt. and the parties at dispute cannot claim to appoint their own nominees. Govt. has, however, no objection to accept the ~~nominees~~ persons, proposed by you and the Supply Co., as arbitrators and appoint on behalf of Govt., on usual terms, a third person as an umpire on the condition that such umpire will interfere only if the two arbitrators disagree. I am, accordingly, to enquire whether you would prefer ~~to have~~ the Govt. nominee to be the sole arbitrator or the umpire in the dispute, as stated above.

Yours faithfully,

Encl. Nil.



ASS. 15-11-49

Manvi Bros. Electric Light & Power Suppliers, Gadag-Betgeri.

Gadag, 1st of November 1949.

To

The President,
Gadag Betgeri Municipal Borough, Gadag.

Reg:- Street Lighting Agreement.

Sir,

It is a year since a provisional arrangement had been agree for the street-lighting agreement. It had been also then agreed that a permanent agreement would soon be made in the mutual -- interest and in the interest of smooth conduct of the street-light -ing work.

But so far no steps seem to have been taken by your Municipal--ity, inspite of our repeated reminders to do so.

Further it has become almost impracticable for the company to carry on the above work, especially regarding the maintenance of bulbs, wires, &c. as the prices have gone very high. In fact we are working at a loss. It has become impossible for us to suppl energy and meet the maintenance charges at the provisional rates. So, we are constrained to give you this notice to fix the new rate at an early date.

Please take notice that if you fail to arrange for new rate within 20 days of receipt of this notice, we will stop bearing the maintenance charges and go on charging you at the provisional rate of annas 6/- (as the surcharge is now discontinued) for the supply of energy only and you will have to make your own arrangement for the maintenance. Or, we will charge you provisionally annas two an pies 6 extra per unit for the maintenance from 1-12-1949. An early reply is solicited; if you kindly inform us, we are ready to send our agent to explain the whole matter with facts and figures.

Yours faithfully,

For Manvi Bros.
Sd. V.R.Bulla.
Manager.

" True Copy "

President,
Gadag Betgeri Municipal Borough.

Subject:- Gadag Betgeri Municipality. Agreement between - - and Local Electric Co. in respect of street lighting &c. ---

No. 812 of 1949 - 50

Municipal office.

Gadag, 9th November 1949.

From

C. F. ANGADI. Esq.

President, Municipal Borough, Gadag-Betgeri.

To

The Collector of Dharwar,

Dharwar.

Sir,

I have the honour to invite your attention to this Office - Nos. 296 of 29-6-1949 and 406 of 2-8-1949 and request you kindly to let me know how far the matter has progressed.

I further wish to bring to your notice that the Manager Manvi Bros. Electric Co. has again given a Notice dated 1-11-1949 that it has become impossible for him to supply energy and meet the maintenan--ce charges at the provisional rates and if the Municipality fails to arrange for new rates within 20 days of receipt of the notice, he -- will stop bearing the maintenance charges and go on charging at the provisional rate of annas 6/- for the supply of energy only and the Municipality will have to make their own arrangements for the mainten--ance or they (Company) will charge the Municipality provisionally - annas two and pies six extra per unit for the maintenance from -- 1-12-1949 (copy of the Notice given by the Manager Manvi Bros. Elect -ric Company)is sent herewith for reference.

You are well aware that the question of rate as regards - street lights is not yet finally settled between the Electric Company and the Municipality. In this connection you were pleased to intervene in the matter when the Company gave Notice for discontinuing the -- lights for non-payment of the charges &c. for certain reasons. During the Conference held by you on 2-5-1949 with the President and --- Proprietor of the Electric Company, it was agreed that bills at --- Rs 0-4-6 per unit plus surcharge be paid by the Municipality without prejudice to the rights of either party. Accordingly the bills are - being prepared and payments are made.

Under the circumstances, it goes very hard with the --

P.T.O.

Municipality if the Electric Company raises such matters every day when the question of settlement is pending final decision. I therefore request you kindly to expedite the matter of - appointing three arbitrators - one nominated by the Municipal--ity, one by the Electric Company and third by Government for fixing the rates in order to avoid further troubles and --- unnecessary complications and further instruct the Manvi Bros. Electric Company not to take any action as per letter of 1-11-49.

Yours faithfully,

President,
Gadag Betgeri Municipal Borough.

---

No.Mun.S.R.1236.
Dharwar; 26/11/1949.

Copy f.w.cs., to the Secretary to Government, Public-Works Department Secretariat, Bombay in continuation of this - office No.MUN.S.R.1236 of 10/8/1949.

2. Early orders in the matter are solicited since the - company is often threatening the municipality to discontinue the lights.

Collector of Dharwar.

a.

---

P. W. D.
File No. 7390/36 2604/36
7390/36
Serial No. 61636

Letter. 2606/36/81836

No. 2606/36-El. I. P. W. D.

B.C. (Bombay No 1)

21st Dec. 1949.

To

The Collector of Dharwar.

Sub :- Street lights at Gadag.

Refce :- Your endt. No. Mun. S.R./1236, dt. 178

dated the 26/28-11-49.

2. A copy of G.L. No. 2606/36-El. I, dt. 173 dated the 17-11-1949, addressed to the President, Gadag-Betgeri municipal Borough, is enclosed for your information. Necy. further action in the matter will be taken on receipt of the muny's. reply. The muny. should please be informed accordingly.

By order etc.

DA - Copy of G.L. dt. 173 refd. to.

Issued direct 183 16-12-49

I 20/12/49 S.K.

DS.

KJ 16/12/49

Copy of General Committee Resolution 202 of 25-11-1949 of the Gadag Betgeri Municipal Borough.

---

Resolution:-

Read Government letter No. 2606/36-El.(I) of 17-11-1949.

After sme discussion over the subject, it was proposed by Mr. C.S.Patl and seconded by Mr. K.R.Kulkarni that the Government be informed that the Government nominee be the Umpire.

No amemments. Carried nem con. President -- refrained from voting.

"rue Copy "

President,

Gadag Betgeri Municipal Borough.

*Subject:-* Street lights at Gadag. Dispute --

*No.* 1010 of 1949 - 50

Municipal office.

Gadag, 19th Dec. 1949

From

C. F. ANGADI, Esq.

President, Municipal Borough, Gadag-Betgeri.

To

The Deputy Secretary to the Govt. of Bombay,

P. W. D., Bombay.

Sir,

With reference to your No. 2606/36-El.(I) of 17-11-1949 on the subject cted above, I have the honour to state - that the matter was pl ced before the Board who in their Resolution No. 202 of 5-11-1949 (copy enclosed) have resolved that the Government nominee be the Umpire.

Yours faithfully,

President,

Gadag Betgeri Municipal Borough.

P. W. D.
File No. 2606/36
66885
Serial No. ~~66885~~

2606/36
86885.

El.B.(I). P. W. D.

These pps. deal with the dispute between the Gadag Muny. and the Supply Coy. at Gadag re: the rates for ~~xkx~~ street lights. The Muny. has approached Govt. for arbitration and requests Govt. to appoint three arbitrators as follows :- p.160

(1) One nominated by the Muny., viz., Mr. C. B. Pachayanavar, B.A.,LL.B., Pleader;

(2) One nominated by the Supply Coy., viz., Mr.T.V.Koti, B.A.,LL.B., Pleader;

and

(3) One to be nominated by Govt.

2. Pl. see G.L.No.2606/36-El(I), dt. the 17.11.47, addressed to the President, Gadag - Batgeri Muny. Borough. The Muny. was informed that Govt. has no objection to accept the persons proposed by the Muny. and the Supply. Coy., as arbitrators and appoint on behalf of Govt. on usual terms a third person as an umpire on the condition that such umpire will interfere only if the two arbitrators disagree. The Muny. has accepted that the Govt. nominee should be the umpire. p.173

3. The El. Engr. to Govt. has no objection to act as an umpire on the usual conditions. The following are the usual conditions:- p.171

(a) that the parties concerned come to Bombay on a day to be fixed by the El. Engr.

(b)....

2606/36/86885

(b) that each party pays to Govt. a fee of Rs.45/- per hour spent by the El. Engr. in con. with the work, and

(c) that each party deposits, in advance with Govt., a sufficient sum to be fixed by the El. Engr. for payment of the fees mentioned in (b) above.

In view of the fact that the arbitration work to be done by the El.Engr. to Govt. is outside the scope of his legitimate duties, he is allowed to retain an amount equal to half the total fees recovered from the parties concerned.

4. Subject to the conditions enumerated in para. 3 above, the El.Engr. to Govt. may be nominated as an umpire, in consultation with the F.D. The nomination of the two representatives of the Muny. and the Supply Coy., respectively, may also be accepted. It is presumed that any charges on account of the fees, if claimed by the representatives of the Muny. and the Supply Coy. will be borne by the parties concerned. The necy. drafts will be put up on return of the papers from the F.D.

SRY 14-1-50

Thro. E.B.(I).

16-1-50.

SAM 14/1/50

KJ 17/1/50

A,F 19/1/50

+ with file no 68 19/36

~~167~~

Finance Deptt

A. ⊗

⊗ Page 45 in PWD file 6819/36 [illegible]

Please see the office note dated 12-7-1946 and the Under Secy's ⊗ note dated 13-7-1946.

2. The proposal made in the foregoing P.W.D note p.185-186 may be accepted.

US(F)

28/1/50

C.M.

24/1/50

The F

US(F). US(1)

US(B)

⊗ in the PWD file 6819/36

Secy to P.W.D dt 31/1/50

Secretariat Br. I 2/2.

P. W. D.

File 2606/36

Serial 7947

E & B Br.

1-2-50

2606/36/7947

El. Br. Is. P. W. D.

Submitted with reference to the O.N. on pp. 185-13/ante.

2. Before issuing final orders in the matter, the licensee may be addressed as per draft put up for approval.

ASS
25/2/50.
25

KMR

2606/36/7947

To be sent by R.P.
A.D.
Kfb/12

NO. 2606/36-El.I.

P. W. D.

B.C. (Bombay No. 1)

28th Feb. 1950.

To

M/s. Manvi Brothers,
The licensees for the Gadag-Betigeri El. License, 1936,
Gadag. (Dist. Dharwar)

Sub:- Agreement for street lights at Gadag — dispute in con. with.

Dear Sirs,

The Gadag-Betigeri municipal Borough has applied to Govt. for appointing three (arbitrators to settle the above dispute under Sec. 52 of the I. E. Act, 1910, viz. one on behalf of the mung.; the other to be your representative and the third one to be Govt. nominee. The mung. has suggested the name of mr. C.B. Kachayanavar, B.A., LL.B, Pleader, to represent its case and has written to Govt. that you want mr. T.V. Koti, B.A., LL.B, Pleader, to act as an arbitrator on your behalf. Please confirm this. In case, you want to suggest any other person to represent your case, his name should please be communicated to Govt. within fifteen days

from —

2606/36

from the receipt of this letter, failing which it will be presumed that you want Mr. Kote to be your representative, and necessary orders appointing the two arbitrators and Govt. nominee to act as an umpire will be issued.

Yours faithfully, DA-Nil.

Copy forwarded for inform. to —

the El. Engr. to Govt. with ref. to his No. LRM-7/4494, d. the 13-9-1949.

the Collector of Dharwar in continuation of G.L. No. 2606/36-El. II, d. the 21-12-49.

the President, Gadag-Betgeri municipal Borough, with ref. to his letter No. 1010, dated the 19-12-1949.

ABS
24/2/50.
25

By R.P. by hand Pune

ISSUED
22/2/50 AA

by hand —

(Letter to the ... by R P peon Pune — ... sign ... !)

Secn B (2 spare)
28/2.

SALE TAX NO. VH. 303

TELEGRAM 'MANVI BROS'

# MANVI BROTHERS,

**Electric Light and Power Suppliers,**

Gadag-Betigeri, Byadgi and Ranebennur.

DIST: DHARWAR

Gadag 16-3-1950.

To,
The Deputy Secretary, to the Government
of Bombay, Public Works Department,
Bombay.

Re:-Agreement for Street Lights, at
Gadag, Dispute in Connection With:-

Sir,

With referance to your letter No. 2606/ 36EL(1) dated 28th February 1950, we have to inform you that due to the ill health it will not be possible for Mr. T.V.Koti, Pleader to undertake the arbitration work on our behalf and hence our work of arbitration has been entrusted to Mr. M.V. Pant Vaidya, B.SC, A.M.I.E.E, M.I.E.E. who will act as our arbitrator in the above dispute.

It is therefore, requested that orders may please be issued by Government, in appointing Mr. M.V.Pant vaidya as our arbitrator at an early date.

Yours faithfully,

Proprietor.

El Book

P. W. D.
File No. 2606/36
Serial No. 22775

Mr Sah

2606/36/22775

P.W.D.

El Br (I)

Submitted with reference to Govt. Letter No. 2606/36-El (I) P-189, dated the 28th Feb 50.

2/- The Electric Co. has proposed the name of Mr. M.V. Pant Vaidya, to act as an arbitrator on its behalf. There appears no objection to the company's request being granted, since Mr. T.V. Koti, whose name was previously proposed has become ill and thus he cannot undertake the arbitration work. A draft reply to the company is put up for approval at page 195 post.

6/4/50

Yes, but let Elec Sy see the draft before issue.

D.S.

6/4/50

Mr Sah (PE Elec.)

10/4

Mr L

11/4

Mr B (PE Coll.)

28/4

Mr Sullivan

FP

2606/36/22/15

Not to issue

No. 2606/36-El.(I)

P.W.D.,
B.C. (Bombay No.1)
April 1950.

To
The Wasavi Brothers,
The licensees for the Gadag-
-Betigiri El. License, 1936
Gadag. (District Dharwar)

Subject: Agreement for street lights at Gadag-dispute in connection with-

Dear Sirs,

With-reference to your letter No. 1-191 dated the 16th March 1950 I am directed to inform you that Govt. has no objection to your entrusting the work of arbitration to Shri. M.V. Pant Vaidya, B.Sc., A.M.I.E.E., M.E.E. Since Shri. T.V. Koti whose name was previously proposed cannot undertake the work due to ill health.

2/- Necessary orders reg. the appointment of umpire will issue shortly. Yours faithfully,

Assistant Secretary
to the Govt. of Bombay P.W.D.

Copy forwarded for information to —
The El. Engineer to Govt.
The Collector of Dharwar
The President, Gadag Betigiri-
-Municipal

2606/36/22775

Municipal Borough.

With reference to your Endorsement
No. 2606/36-El(I) dated the 28th Feb. 1950.
p. 189

9/2/50
6/4/50

2606/36.

El. Br. (I).

P. W. D.

The Gadag-Betigeri Municipal Borough has requested Govt. to arbitrate (p.159) the dispute between the mumy. and the Supply Co. at Gadag re: the renewal of agreement for Street-lights. One representative of each party is to be appointed as an arbitrator and the El. Engr. to Govt. is to act as an (p.171) ~~arbitrator~~ umpire. The F.D. has seen (p.187) the papers. Necy. orders as per draft G.R. (p.199) put up may issue, if appd. The ad interim reply proposed on p.125 ante need not now be given.

Thro.' EB (I) ×

× w.r.t. para 3 of G.R.

PRO 1-5-50.

ASS. 29/4/50.

Hjs/5/50

DS

Secy.

HMR 1/5/50

DS 4/5

6/5/50

HMR

2606/36

Arbitrators and an Umpire -

Appointment of - in the dispute between the Gadag Municipal Borough and the licensees for the Gadag-Betigeri El. License, 1936, re: Street lights.

Government of Bombay.
Public Works Department.
Resolution No.2606/36.
Bombay Castle (Bombay No.1),
10th ~~April~~ May 1950.

p.159

Letter No.296, dated the 29-6-1949, from the Gadag Betigeri Municipal Borough, addressed to the Secy. to the Govt. of Bombay, as under:-

(Enter).

p.165

Read Endt. No.MUN.S.R.1236, dated the 15th/18th July 1949, from the Collector of Dharwar.

p.171

Read Memo. No.LRM.7/4494, dated the 13-9-49, from the Elecl. Engr. to Govt.

p.173

G.L. No.2606/36-El.(I), dated the 17-11-49, addressed to the Gadag Betigeri Municipal Borough, as under:-

(Enter).

p.179

Read G.L. No.2606/36-El(I), dated the 21-12-49, addressed to the Collr. of Dharwar.

p.183

Letter No.1010, dated the 19-12-49, from the Gadag Betigeri Municipal Borough to the Dy. Secy. to the Govt. of Bombay, as under:-

(Enter).

p.189

Govt. Letter No.2606/36-El(I), dated the 28-2-50, addressed to the licensees for the Gadag-Betigeri El. License, 1936, as under:-

(Enter).

p.191

Letter, dated the 16-3-50, from the above licensees to the Dy. Secy. to the Govt. of Bombay as under:-

(Enter).

RESOLUTION:- Under the provisions of Section 52 of the I.E. Act, 1910, Govt. is pleased to nominate Shri.C.B.Rachayanavar, B.A., LL.B., Pleader and Shri.M.V. Pant Vaidya, B.Sc., A.M.I.E.E., M.I.E., to act as arbitrators on behalf of the Gadag-Betigeri Municipal

Borough.....

Borough and M/s. Manvi Borthers , the licensees for the Gadag-Betigeri El. License, 1936, respectively, in the dispute between the Municipality and the licensees regarding the renewal of agreement for supply of electric energy for street lighting, the remuneration to the respective arbitrators being paid by each party concerned.

2. Govt. is further pleased to nominate under the provisions of the said Section of the said Act, Shri S.G. Nadkarni, B.A., B.Sc.(Bom), M.Sc.(Eng.)(London), A.C.G.I., D.I.C., A.M.I. Mech.E., M.I.E.E., M.I.E.(Ind.) J.P., Electrical Engineer to Govt., to act as an Umpire in the said dispute between the said parties subject to the following conditions:-

(a) that the parties concerned come to Bombay on a day fixed by Shri Nadkarni;

(b) that each party pays to Govt. a fee of Rs.45 per hour spent by Shri Nadkarni in connection with the work;

and

(c) that each party deposits in advance with Govt. a sufficient sum to be fixed by Shri Nadkarni for payment of the fees mentioned in (b) above.

If the two arbitrators representing the ~~said~~ Municipality and the ~~said~~ licensees disagree, then only the Umpire will interfere in the matter.

3. With due regard to the general principles enunciated in the B.C.S.R. 17 and in view of the fact that the umpiring work to be done by Shri.Nadkarni, Elecl. Engr. to Govt., is outside the scope of his legitimate duties and as his services will be of material value to the parties concerned, Govt. is pleased to allow him an amount equal to half the total fees

recovered....

2606/36

recovered from the parties concerned.

By order of the Govr. of Bombay,

MAB 29/4/50

Dy. Secy.. to Govt.

To

The F.D.
The L.S.G.& P.H.D.
The A.G., Bombay (thro' F.D.).
The Collr. of Dharwar.
The Elecl.Engr. to Govt.
Shri.S.G.Nadkarni, B.A., B.Sc.(Bom),M.Sc.(Eng.) (London), A.C.G.I., D.I.C., A.M.I., Mech.E., M.I.E.E., M.I.E.(Ind.), J.P., Elecl. Engr. to Govt.
The President, Gadag-Betigeri Municipal Borough.
Messrs.Manvi Brothers, the licensees for the Gadag-Betigeri El. License, 1936.

Nadkarni (12 copies) 1/5

Arbitrators and an Umpire: Appointment of - in the dispute between the Gadag Municipal Borough and the licensees for the Gadag-Betgeri Electric License, 1936, regarding Street lights.

GOVERNMENT OF BOMBAY.
Public Works Department.
Resolution No.2606/36.
Bombay Castle (Bombay No.1),
10th May 1950.

Letter No.296, dated the 29th June 1949, from the Gadag-Betgeri Municipal Borough, addressed to the Secretary to the Government of Bombay, as under:-

"I have the honour to forward herewith the marginally noted papers and to state as under :-

| |
|---|
| 1. Copy of Collector's letter No.Mun.S.R. of 9th August 1948 |
| 2. Copy of Collector's letter No.Mun.S.R. of 6th May 1949. |

The Electric agreement made and entered into on 1st September 1933 between the Municipality and Mr.Shidramappa Andanappa Manvi of Gadag, sole proprietor of Messrs. Manvi Brothers' Electric Company, Gadag, expired on 31st August 1948. Some councillors and public of Gadag Betgeri were of opinion that the installation of lights on metre system would be more beneficial and some opined that it would be more advantageous if the Municipality has its own electric plant. In view of such difference of opinion the Municipality could not come to final decision early. However the Municiaplity tried its best to have the agreement renewed with the local Electric Company for a shorter period on the old conditions anticipating that the things would improve if there was supply of energy from the Jog Falls at cheaper rates and that the Municipality may take its advantage in the interest of public funds. As the Company did not agree to this, the Municipality had to approach the Collector of Dharwar to intervene in the matter and to instruct the Company to continue the lights on the old conditions as provisional measure in the interest of public convenience and safety.

The Collector of Dharwar, under his No.MUN.S.R. of 9th August 1948 suggested that the fresh agreement to be entered into should be for a period of seven years with a proviso that should the Jog Electric Scheme come into operation, the agreement would cease to ~~xxx~~ operate and if thereafter no further agreement can be reached between the Electric Company and the Municipality, regarding the fresh rates to be levied etc. either party will have the right to refer the matter to Government who may then appoint three arbitrators - one nominated by the Municipality, one by the Electric Company and the third by Government. The decision of the majority of these arbitrators would then be binding on both the parties and also so far as rates are concerned to be embodied in the new agreement, this should be decided by arbitration, the procedure for arbitration being that as outlined above. This has been agreed to by both the parties.

Accordingly the Municipality in their resolution No.148 of 24th August 1948 resolved that clauses as agreed to by the Municipality and the Electric Company as mentioned in the Dharwar Collector's No.Mun.S.R. of 9th August 1948 should be accepted and further agreement should be drawn up and entered into on these lines and that the Electric Company should be requested to continue the lights accordingly after 31st August 1948.

Further.....

Further the Municipality in their resolution 8 of 14th April 1949 have suggested the name of Mr.C. B. Rachayanavar, B.A.,LL.B., pleader as an arbitrator on behalf of the Municipality as there was difference of opinion regarding the rates as suggested by the Collector under his No.Mun.S.R. of 9th August 1948. The Proprietor of the Electric Company also has suggested the name of Mr.T.V.Koti, B.A.,LL.B., pleader, as an arbitrator on behalf of the Company.

I therefore request the Government to kindly appoint three arbitrators - one nominated by the Municipality, one by the Electric Company and third by the Government for fixing the rates as immediately as possible in order to avoid further troubles and unnecessary complications."

Read Endorsement No.MUN.S.R.1236, dated the 15th/18th July 1949, from the Collector of Dharwar.

Read Memorandum No.LRM.7/4494, dated the 13th September 1949, from the Electrical Engineer to Government.

Government Letter No.2606/36-El.(I), dated the 17th November 1949, addressed to the Gadag Betgeri Municipal Borough, as under :-

"With reference to your letter No.296, dated the 29th June 1949, on the above subject, I am directed to state that in accordance with the provisions of Section 52 of the Indian Electricity Act, 1910, the power to nominate one or more arbitrators rests with Government and the parties at dispute cannot claim to appoint their own nominees. Government has, however, no objection to accept the persons, proposed by you and the supply Company as arbitrators and appoint on behalf of Government on usual terms, a third person as an umpire on the condition that such umpire will interfere only if the two arbitrators disagree. I am accordingly to enquire whether you would prefer the Government nominee to be the sole arbitrator or the umpire in the dispute, as stated above."

Read Government Letter No.2606/36-El.(I), dated the 21st December 1949, addressed to the Collector of Dharwar.

Letter No.1010, dated the 19th December 1949, from the Gadag Betgeri Municipal Borough to the Deputy Secretary to the Government of Bombay, as under :-

"With reference to your No.2606/36-El.(I), ☒ of 17th November 1949 on the subject cited above, I have the honour to state that the matter was placed before the Board who in their Resolution No.202 of 25th November 1949 (copy enclosed) have resolved that the Government nominee be the Umpire."

Government Letter No.2606/36-El.(I), dated the 28th February 1950, addressed to the licensees for the Gadag-Betgeri Electric License, 1936, as under:-

"The Gadag-Betgeri Municipal Borough has applied to Government for appointing three arbitrators to settle the above dispute under Section 52 of the Indian Electricity Act, 1910, viz. one on behalf of the Municipality, the other to be your representative and the third one to be Government nominee. The Municipality has suggested the name of Mr.C.B.Rachayanavar, B.A.,LL.B., Pleader, to represent its case and has written to Government that you want Mr.T.V.Koti, B.A.,LL.B., Pleader, to act as an arbitrator on your behalf. Please confirm this. In case, you want to suggest any other person to represent your case, his name should please be communicated to your.....

your case, his name should please be communicated to Government within fifteen days from the receipt of this letter, failing which it will be presumed that you want Mr.Koti to be your representative, and necessary orders appointing the two arbitrators and Government nominee to act as an Umpire will be issued."

Letter, dated the 16th March 1950, from the above licensees to the Deputy Secretary to the Government of Bombay, as under :-

"With reference to your letter No.2606/36-El.(I), dated 28th February 1950, we have to inform you that due to the ill health it will not be possible for Mr.T.V.Koti, Pleader to undertake the arbitration work on our behalf and hence our work of arbitration has been entrusted to Mr.M.V.Pant Vaidya, B.Sc.,A.M.I.E.E.,M.I.E., who will act as our arbitrator in the above dispute.

It is therefore requested that orders may please be issued by Government, in appointing Mr.M.V.Pant Vaidya as our arbitrator at an early date."

RESOLUTION: Under the provisions of Section 52 of the Indian Electricity Act, 1910, Government is pleased to nominate Shri. C. B. Rachayanavar, B.A.,LL.B., Pleader, and Shri. M.V.Pant Vaidya, B.Sc., A.M.I.E.E., M.I.E., to act as arbitrators on behalf of the Gadag-Betgeri Municipal Borough and Messrs. Manvi Brothers, the licensees for the Gadag-Betgeri Electric License, 1936, respectively, in the dispute between the Municipality and the licensees regarding the renewal of agreement for supply of electric energy for street lighting, the remuneration to the respective arbitrators being paid by each party concerned.

2. Government is further pleased to nominate under the provisions of the said Section of the said Act, Shri. S. G. Nadkarni, B.A.,B.Sc.(Bom.), M.Sc.(Eng.) (London), A.C.G.I., D.I.C., A.M.I.Mech.E., M.I.E.E., M.I.E.(Ind.), J.P., Electrical Engineer to Government, to act as an Umpire in the said dispute between the said parties subject to the following conditions :-

(a) that the parties concerned come to Bombay on a day fixed by Shri. Nadkarni;

(b) that each party pays to Government a fee of Rs.45 per hour spent by Shri. Nadkarni in connection with the work;

and

(c) that each party deposits in advance with Government a sufficient sum to be fixed by Shri. Nadkarni for payment of the fees mentioned in (b) above.

If the two arbitrators representing the Municipality and the licensees disagree, then only the Umpire will interfere in the matter.

3. With due regard to the general principles enunciated in the Bombay Civil Services Rule 17 and in view of the fact that the umpiring work to be done by Shri. Nadkarni, Electrical Engineer to Government, is outside the scope of his legitimate duties and as his services will be of material value

to.....

to the parties concerned, Government is pleased to allow him an amount equal to half the total fees recovered from the parties concerned

By order of the Governor of Bombay,

Deputy Secretary to Government.

G.R. No.2606/36, P.W.D., dated 10th May 1950.

To

The Finance Department,
The Local Self Government and Public Health Department,
The Accountant General, Bombay (through the Finance Department),
The Collector of Dharwar,
The Electrical Engineer to Government,
Shri. S.G.Nadkarni, B.A., B.Sc.(Bom.), M.Sc.(Eng.) (London), A.C.G.I., D.I.C., A.M.I., Mech.E., M.I.E.E., M.I.E.(Ind.), J.P., Electrical Engineer to Government,
The President, Gadag-Betgeri Municipal Borough,
Messrs. Manvi Brothers, the licensees for the Gadag-Betgeri Electric License, 1936.

---

No. of 1950.

Copy forwarded for information and guidance to -

BAK
10/5/50.

Copy of General Committee Resolution 72 of 19-6-1950 of the

Gadag Betgeri Municipal Borough.

---

Resolution:-

Gone through all the papers in this connection.

After some discussion over the subject, it was proposed by Shri. K.C.Badigannavar and seconded by Shri. M. P. Honagudi that Shri. C.B.Rachayanavar pleader be requested to -- state whether he is willing to act as arbitrator on behalf of Municipality in the dispute between the Municipality and Manvi Bros. Electric Company and if so what would be his probable -- charges. On hearing from him the question be considered.

No amendments. Carried nem con.

" True Copy "

President,

Gadag Betgeri Municipal Borough.

Subject:- Arbitrators and an Umpire.

Appointment of --- in the dispute between the Gadag Betgeri Municipal Borough and the Licensees for the - Gadag Betgeri Electric License 1936 regarding street lights.

No: 570 of 1950-51.
Municipal Office.
Gadag, 19th, July 1950.

To

The Deputy Secretary to the
Government of Bombay,
Public Works Department, Bombay.

Sir,

With reference to G.R.P.W.D.No. 2606/36 of 10-5-1950 (p203) on the subject cited above, I have the honour to state that the matter was placed before the Board who in its Resolution No.72 (p207) of 19-6-1950 (copy enclosed) resolved that Shri. C.B.Rachayanava B.A., LL.B., pleader be requested to state whether he is willing to act as Arbitrator on behalf of the Municipality in the -- above dispute and if so what would be his probable charges and the question be considered after the receipt of reply from -- Shri. C.B.Rachayanavar. As Shri. C.B.Rachayanavar pleader -- refused to act as Arbitrator, the matter was again referred to the Board who in its Resolution No. 128 of 14-7-1950 (p209) (copy -- enclosed) resolved that Government nomin e be requested to act as Sole Arbitrator on behalf of the Municipality and necessary fees and remuneration be sanctioned and credited to Government

I therefore request you to please take immediate -- action in the matter in order to avoid further troubles and -- unnecessary complications.

Yours faithfully,

President,
Gadag Betgeri Municipal Borough.

2606/36/59833

El. Br. II. P. W. D.

Submitted with refee. to G.R. No. to 283
2606/36, d. the 10-5-50.

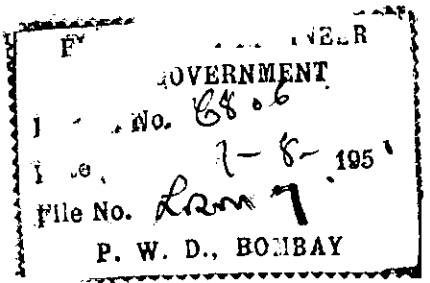
2. The El. Engr. may be requested no. to offer his remarks on the munj's. to 211
letter within in the first instance.

ABS
28-7-50.

28/7/50.

AAS
no tel [illegible]

[illegible] El. Br. II, 31.7.50



Below U.O.R. No.2606/36/59833 dated the 31st July 1950, from Government in the Public Works Department.

=====

No.LRM.7/6484 of 1950.

Bombay, 8th August 1950.

Returned with compliments.

2. There seems to be no objection for me to act as sole arbitrator in the dispute, in question, as proposed by the Municipality; it is, however, suggested that the necessary consent of the licensee may be obtained in the first instance.

Electrical Engineer to Govt.

L.M.

2606/36/64718. 2.1.

El. Br. (I). P. W. 2.

Submitted with refce.
to the O.N. on p. ante.

2. In view of the El. Engr's. note overleaf, the draft put for approval may issue in the first instance.

ASB
11-8-50.

2606/36
64718

2606/36/64/10

NO. 2606/36-El.(I). P. W. D.

B.C. (Bombay NO.1)

14/15 Aug. 1950.

To

M/S. Manvi Brothers,

The licensees for the Gadag-Betgeri

El. License, 1936,

Gadag (Dist. Dharwar).

Sub:- Dispute re: Street lights:

Arbitration in con. with the —

Dear Sirs,

With refee. to G.R. NO. 2606/36, dated the 10-5-1950, on the above subject, I am to enclose a Copy of letter NO. 570, d. the 19-7-1950, from the Gadag-Betgeri Municipal Borough for your inform.n and to enquire whether you have any objection to the Govt: nominee being the sole arbitrator in the above dispute.

Yours faithfully,

Asst: Secy. to Govt.

DA- Nil.
Copy of nomys.
Letter resp. to.

ASB
11-8-50.

MGD
VLM
16/8

No.2606/36-El(I).

Public Works Department,
Bombay Castle (Bombay No.1),
14th August 1950.

From

The Assistant Secretary to the Government of Bombay,
Public Works Department.

To

Messrs. Manvi Brothers,
The licensees for the Gadag-Betgeri Electric License, 1936,
Gadag (District Dharwar).

Subject:- Dispute regarding Street Lights: Arbitration in connection with the -.

Dear Sirs,

With reference to Government Resolution No.2606/36, dated the 10th May 1950, on the above subject, I am to enclose a copy of letter No.570, dated the 19th July 1950, from the Gadag-Betgeri Municipal Borough for your information and to enquire whether you have any objection to the Government nominee being the sole arbitrator in the above dispute.

Yours faithfully,

Assistant Secretary to the Government of Bombay, Public Works Department.

Received 17/8/50 AM with D.A

D.A.-Copy of Municipality's letter referred to.

2

VMW.
14/8/50.

SALE TAX NO. VIII. 303

# MANVI BROTHERS.

*Electric Light & Power Suppliers,*

*Branches:* RANEBENNUR, BYADGI AND HAVERI.

**GADAG.**
DIST. DHARWAR.

*Head Office:* GADAG.

Date 6-9-1950 194

To

The Assistant Secretary to the Government
of Bombay,
Public Works Department, Bombay

Subject:- Dispute regarding Street Lights;
Arbitration in connection with the.

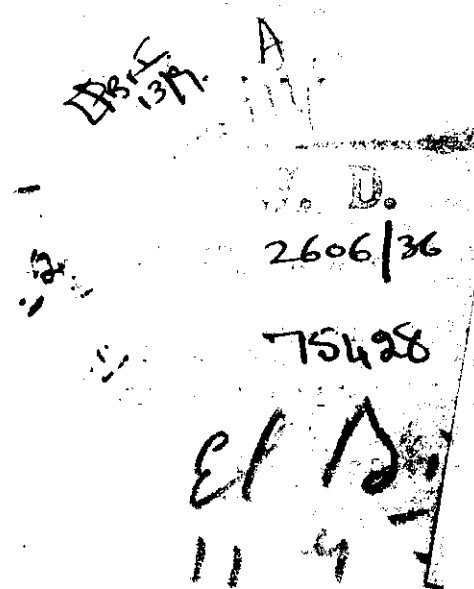
Sir,

With reference to your letter No.2606/'6-EL p.219
1 of 14-8-1950, we wish to draw your kind attention
to your previous letter G.R.No.2606/'6 P.W.D. pp.203-206
dated 10-5-1950 in which a copy of the resolution
has been included stateing that" Government is
pleased to Nominate Shri M.V.Pantvaidya, B.SC.A.M.I
E.E.M.I.E. to act as arbitrator on behalf of M/S
Manvi Brothers Gadag".

Since the Municipality now desire to have no p.211
direct representation of their own. The Government
intends to make Government Nominee as a sole
Arbitrator and not an umpire we request that our
case should be represented on our behalf by Shri

M.V.Pantavaidya, B.SC.A.M.I.E.E.M.I.E. as already agreed upon in the Government resolution as above stated, and the Government Nominee may be directed to give a due hearing to our representative.

Yours faithfully
For Manvi Brothers, Gadag
V.R Bella
Manager



2606/36/75428.

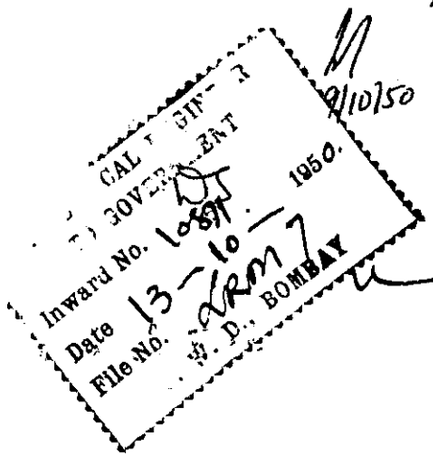
El.Br.(I). P.W.D.

Submitted with reference to G.L. dated the 14-8-50.

2. The request of Shri Manvi Brothers, not quite clear. It is presumed that they have no objection to the Elect. Engr. being appointed as sole arbitrator and he should give hearing to Shri M.V. Pantvaidya who will appear before the Elect. Engr. as representative of the Coy. and that they do not insist on Shri Pantvaidya being appointed as arbitrator along with the Elect. Engr. The draft put up may first issue, after ref. to Elect. Engr.

9/10/50

9/10/50



89928
2606/36/~~75428~~.

NO. 2606/36-E1(I)

P.W.D.
B.C., (Bombay no I)
~~Oct~~ 1950.
NOVR

To
Messrs. Manvi Brothers,
Licensees for the Gadag-Betegeri
El. license, 1936,
Gadag (Dist. Dharwar).

Subject: Dispute re: street lights:
Arbitration in connection with the—

Dear Sirs,

I am directed to refer to your letter P.221 dated the 6-9-50, on the above subject and to presume that you have no objection to the Elect. Engr. being appointed as sole arbitrator and that he should give hearing if you desire to Shri M.V. Pant-vaidya, B.Sc., A.M.I.E.E., M.I.E., ~~will after being the Elect. Engr.~~ as your representative ~~of the Govt. Further, I am to add that you do not insist on Shri Pant-vaidya being appointed as an arbitrator along with the Elect. Engr.~~

Please confirm. On receipt of your reply, further orders in the matter will be issued.

Yours faithfully,

~~Ft: H~~ ~~Govt~~ GM.

Copy ~~of~~ ~~information~~ ~~of~~ the El. Engr. to Gad. ~~with~~ P227 ~~reference~~ LRM 7/9663, ~~dated~~ 1-11-50

Below U.O.R.No.2606/36/75428 dated the 13th October 1950, from Government in the Public Works Department.

No.LRM.7/ 963 of 1950.

Bombay, 1-11 ~~October~~ 1950.

Seen and returned, with compliments.

Electrical Engineer to Govt.

P.

2606/36
89928

2606/36/89928

P.W.D

El. Bor. (I):

Submitted with reference to O.N. dated the 22 Nov 50.

11-10-50.

2. The draft on P 225 ante may now issue, if approved.

11/11/50

AAS
DS.

3

13/11/50

No.2606/36-El(I).

Public Works Department,
Bombay Castle (Bombay No.1),
6th November 1950.

From

The Assistant Secretary to the Government of Bombay,
Public Works Department.

To

Messrs. Manvi Brothers,
Licensees for the Gadag-Betigeri Electric
License, 1936,
Gadag (District Dharwar).

Subject:- Dispute regarding street lights:
Arbitration in connection with the -.

.....

Dear Sirs,

I am directed to refer to your letter dated the 6th September 1950, on the above subject and to presume that you have no objection to the Electrical Engineer being appointed as sole arbitrator and you desire that he should give hearings to Shri M. V. Pant-vaidya, B.Sc.,A.M.I.E.,M.I.E., as your representative. Please confirm. On receipt of your reply, further orders in the matter will be issued.

Yours faithfully,

7/11/50

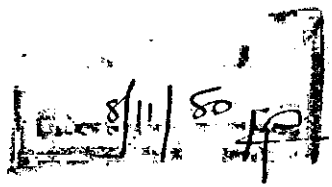
Assistant Secretary to the Government of Bombay, Public Works Department.

D.A.- Nil.

Copy

Copy for information to the Electrical Engineer to Government, with reference to his No.LRM.7/9663, dated the 1st November 1950

3.
DDD.
6/11/50.



Subject:- Arbitrator and an Umpire.
Appointment of --- in the dispute between the Gadag Betgeri Municipal Borough and the Licensee for the Gadag Electric License 1936 regarding street lights.

No. 570/1 Gadag, 9th, Dec. 1950.

To

The Deputy Secretary to

the Govt. of Bombay, P.W.D., Bombay.

Sir,

I have the honour to invite your attention to this -- Office No. 570 of 20-7-1950 on the subject cited above and to request you to kindly expedite the matter.

Yours faithfully,

President,

Gadag Betgeri Municipal Borough.

El. I 13/12

13/1 Alt

FD 2606/36

101986

I

13-12

2606/36/101986.

El. Par. (I). P.W.D.

Please see G.R. NO 2606/36, dt the p 223-226
10-5-50 & letter dt the 19-7-50 from the p 211
President, Gadag-Betegeri Municipal Borough, Gadag. As Shri Rachayanavar refused to act as an arbitrator, the matter was p 219
referred to Messrs. Manji Brothers, licensees for Gadag Betegeri Elec. License, 1936, to state whether they have any objection to the Govt. nominee being the sole arbitrator in the dispute. Their reply to G.L. p 225 dt the 6-11-50 is awaited in that connection.

2. In the meantime, the President Municipal Borough, may be informed as per draft p 237 put up & the licensees be expedited as per draft end. p 227 put-up for approval.

31/1/51
31/1/51

KJ 31/1/51

DS

2606/36/1019.86

P.W.D.
B.E. (Bombay No I)
8th Jany 1951.

NO: 2606/36-El(I)

To

The President,
Gadag Betigeri Municipal Borough,
Gadag.

Subject: Dispute regarding street lights: Arbitration in connection with the -

Dear Sir,

I am directed to refer to your letter NO: 570/1, of the 8-12-50, on the above subject and to state that the matter has been referred to Messrs Manvi Brothers, Licensees for the Gadag-Betigeri Elec. Licence, 1936, for certain information. They are being expedited in the matter. Further communication will be made to you on receipt of their reply.

Yours faithfully,
Asstt Secy to Govt.

D.A. nil.

Copy forwarded to M/s Manvi Brothers, Licensees for the Gadag-Betigeri Elec. Licence, 1936, Gadag. (Distt. Dharwar).

2. Messrs. Manvi Brothers should please will kindly early reply to G.L.P: No. 2606/36-El(I), of the 6-11-50.

No.2606/36-M1(I).

Public Works Department.
Bombay Castle (Bombay No.1),
8th January 1951.

From

The Assistant Secretary to the Government of Bombay,
Public Works Department.

To

The President,
Gadag Betigeri Municipal Borough,
Gadag.

Subject:- Dispute regarding street lights:
Arbitration in connection with the -

Dear Sir,

I am directed to refer to your letter No.570/1, dated the 8th December 1950, on the above subject and to state that the matter has been referred to Messrs. Manvi Brothers, Licensees for the Gadag-Betigeri Electric License, 1936, for certain information. They are being expedited in the matter. Further communication will be made to you on receipt of their reply.

Yours faithfully,

8/1/51

Assistant Secretary to the Government of Bombay,
Public Works Department.

D.A:- Nil.

Copy.....

Copy forwarded to Messrs. Manvi Brothers, Licensees for the Gadag-Betigeri Electric License, 1936, Gadag (District Dharwar).

2. Messrs. Manvi Brothers should please reply early to Government Letter No.2606/36-El(I), dated the 6th November, 1950.

3
MAB/8/1/51.

10/1

TELEGRAM 'MANVI BROS'

# MANVI BROTHERS,

**Electric Light and Power Suppliers,**

Gadag-Betigeri, Byadgi and Ranebennur.

DIST: DHARWAR

Gadag 2nd January, 1951.

To,
The Assistant Secretary to Government,
Public Works Department, Bombay.

Subject:-Dispute regarding street-lights: Arbitration in connection with the -.

Sir,

With referance to your letter No. P231 2606/36-El(I) dated 6th Nov.1950 we here-with beg to send our confirmation as re-uired under the above referance and we request your honour to issue further orders in the matter.

Awaiting your kind early reply.

Yours faithfully,
FOR MANVI BROTHERS. GADAG.
V. R Bhuva
MANAGER.

2606/36/1637.

P. W. Deptt.

El.Br.(I).

Letter dated the 2-1-51 from Messrs. Manvi Bros. Licensees for the Gadag-Betageri Elec. License, 1936, is submitted with refce. to G.L., dated the 6-11-50.

2. Please see O.N., dt. the 5-1-51, which explains the case. M/s. Manvi Bros. have now confirmed that they have no objection to the Elecl. Engr. being appointed as sole arbitrator. The President, Gadag Betageri Municipal Borough Gadag, has already given his consent to the Govt. nominee (El. Engr. to Govt.) to act as sole arbitrator vide his letter dt. the 19-7-50. Necy. orders as per draft reson. put up may issue, if approved. As Fin. Deptt. has already seen the papers when G.R. No. 2606/36, dt. the 10-5-50 was issued, the papers need not be shown to that Deptt. now

Thro. E.B.(I).

KCJai 19-1-51 20-1-51.

20/1/51

22/1/51

22/1/51

Secy.

H.N.

2606/36 [illegible]97

- Appointment of an Arbitrator in the dispute between the Gadag Municipal Borough and the Licensees for the Gadag-Betageri Electric License, 1936, regarding street lights.

Government of Bombay,
Public Works Department,
Resolution No. 2606/36.
Bombay Castle (Bombay No.1),
January 1951.

p203-206

G.R. No. 2606/36, dated the 10-5-1950.

Letter No. 570, dt. the 19-7-50, from Gadag Betageri Municipal Borough, Gadag, ~~to the Dy. Secy. to the Govt. of Bombay~~, as under :-

p211

(Enter)

G.L. No.2606/36-El(I), dt. the 14-8-50, to the address of M/s. Manvi Bros. the licensees for the Gadag-Betageri El. License, 1936, Gadag, as under :-

p217

(Enter)

Letter dt. the 6-9-50, from M/s. Manvi Bros. of Gadag ~~to the Asstt. Secy. to the Govt. of Bombay,~~ as under;-

p221

(Enter)

G.L. No. 2606/36-El(I), dt. the 6-11-50, to ~~the address of~~ M/s. Manvi Bros., ~~Licensees for the Gadag Betageri El. License, 1936, Gadag,~~ as under :-

p231

(Enter)

Letter dt. the 2-1-51, from M/s. Manvi Bros. ~~of Gadag to the Asstt. Secy. to the Govt. of Bombay~~, as under:-

p241

(Enter)

RESOLUTION.- In supersession of the orders issued p203-205
in G.R. No. 2606/36, dt. the 10-5-50, Govt. is pleased to nominate, under the provisions of Section 52 of the I. E. Act, 1910, Shri S.G.Nadkarni, B.A., B.Sc.(Bom.), M.Sc.(Eng.) (London), A.C.G.I., D.I.C., A.M.I.Mech.E., M.I.E.E., M.I.E.(Ind.), J.P., Elecl. Engr. to Govt., to act as an arbitrator in the dispute between the Gadag Municipal Borough and M/s. Manvi Bros. the licensees for the Gadag-Betageri El. License, 1936, regarding the renewal of agreement for supply of electric energy for street lighting, subject to the following conditions :-

(a) .....

(a) that the parties concerned come to Bombay on a day fixed by Shri Nadkarni;

(b) that each party pays to Govt. a fee of Rs.45 per hour spent by Shri Nadkarni in connection with the work;

(c) that each party deposits in advance with Govt. a sufficient sum to be fixed by Shri Nadkarni for payment of the fees mentioned in (b) above;

and

(d) that the arbitration will cover only those points which come within the purview of Clause XII of the Schedule to the I. E. Act, 1910.

2. With due regard to the general principles enunciated in the B.C.S.R. 17 and in view of the fact that the ~~umpiring~~ arbitration work to be done by Shri Nadkarni, Elecl. Engr. to Govt., is outside the scope of his legitimate duties and as his services will be of material value to the parties concerned, Govt. is pleased to allow him an amount equal to half the total fees recovered from the parties concerned.

By order of the Govr. of Bombay,

Dy. Secy. to Govt.

To

The Fin. Deptt.
The L.S.G. & P.H.D.
The A.G., Bombay
(thro. the F.D.
The Collr. of Dharw
The El. Engr. to Go
Shri S.G.Nadkarni,
B.Sc.(Bom.), M
(Eng.)(London)
A.C.G.I., D.I.
A.M.I.,Mech.E.
M.I.E.E., M.I.
(Ind.), J.P.,
El.Engr. to Gv
The President, Gada
Betageri Munici
Borough,
Messrs. Manvi Bros.
licensees for th
Gadag-Betageri El.
License, 1936.

Appointment of an Arbitrator in the dispute between the Gadag Municipal Borough and the Licensees for the Gadag-Betigeri Electric License, 1936, regarding street lights.

GOVERNMENT OF BOMBAY.

PUBLIC WORKS DEPARTMENT.

Resolution No. 2606/36.

Bombay Castle (Bombay No. 1), 25th January 1951.

Government Resolution No. 2606/36, dated the 10th May 1950.

Letter No. 570, dated the 19th July 1950, from Gadag-Betigeri Municipal Borough, Gadag as under :—

"With reference to Government Resolution, Public Works Department, No. 2606/36 of 10th May 1950 on the subject cited above, I have the honour to state that the matter was placed before the Board who in its Resolution No. 72 of 19th June 1950 (copy enclosed) resolved that Shri C. B. Rachayanavar, B.A., LL.B., pleader, be requested to state whether he is willing to act as Arbitrator on behalf of the Municipality in the above dispute and if so what would be his probable charges and the question be considered after the receipt of reply from Shri C. B. Rachayanavar. As Shri C. B. Rachayanavar, pleader, refused to act as Arbitrator, the matter was again referred to the Board who in its Resolution No. 128 of 14th July 1950 (copy enclosed) resolved that Government nominee be requested to act as Sole Arbitrator on behalf of the Municipality and necessary fees and remuneration be sanctioned and credited to Government.

I therefore request you to please take immediate action in the matter in order to avoid further troubles and unnecessary complications."

Government Letter No. 2606/36-El(I), dated the 14th August 1950, to the address of Messrs. Manvi Brothers the licensees for the Gadag-Betigeri Electric License, 1936, Gadag, as under :—

"With reference to Government Resolution No. 2606/36, dated the 10th May 1950, on the above subject, I am to enclose a copy of letter No. 570, dated the 19th July 1950, from the Gadag-Betigeri Municipal Borough for your information and to enquire whether you have any objection to the Government nominee being the sole arbitrator in the above dispute."

Letter dated the 6th September 1950, from Messrs. Manvi Brothers of Gadag as under :—

"With reference to your letter No. 2606/36-El(I) of 14th August 1950, we wish to draw your kind attention to your previous Government Resolution No. 2606/36, Public Works Department, dated 10th May 1950, in which a copy of the resolution has been included stating that "Government is pleased to nominate Shri M. V. Pantvaidya, B.Sc., A.M.I.E.E.M.I.E., to act as arbitrator on behalf of Messrs. Manvi Brothers, Gadag."

Since the Municipality now desire to have no direct representation of their own. The Government intends to make Government Nominee as a sole Arbitrator and not an umpire we request that our case should be represented on our behalf by Shri M. V. Pantavaidya, B.Sc., A.M.I.E.E.M.I.E., as already agreed upon in the Government resolution as above stated, and the Government Nominee may be directed to give a due hearing to our representative."

Government Letter No. 2606/36-El(I), dated the 6th November 1950, to Messrs. Manvi Brothers as under :—

"I am directed to refer to your letter dated the 6th September 1950, on the above subject and to presume that you have no objection to the Electrical Engineer being appointed as sole arbitrator and you desire that he should give hearings to Shri M. V. Pantvaidya, B.Sc., A.M.I.E., M.I.E., as your representative. Please confirm, on receipt of your reply, further orders in the matter will be issued."

Letter dated the 2nd January 1951, from Messrs. Manvi Brothers as under:—

"With reference to your letter No. 2606/36-El(I), dated 6th November 1950, we herewith beg to send our confirmation as required under the above reference and we request your honour to issue further orders in the matter."

RESOLUTION.—In supersession of the orders issued in Government Resolution No. 2606/36, dated the 10th May 1950, Government is pleased to nominate, under the provisions of section 52 of the Indian Electricity Act, 1910, Shri S. G. Nadkarni, B.A., B.Sc. (Bom.), M.Sc. (Eng.) (London), A.C.G.I., D.I.C., A.M.I., Mech.E., M.I.E.E., M.I.E. (Ind.), J.P., Electrical Engineer to Government, to act as an arbitrator in the dispute between the Gadag Municipal Borough and Messrs. Manvi Brothers, the licensees for the Gadag-Betigeri Electric License, 1936, regarding the renewal of agreement for supply of electric energy for street lighting, subject to the following conditions :—

(*a*) that the parties concerned come to Bombay on a day fixed by Shri Nadkarni;

(*b*) that each party pays to Government a fee of Rs. 45 per hour spent by Shri Nadkarni in connection with the work;

(*c*) that each party deposits in advance with Government a sufficient sum to be fixed by Shri Nadkarni for payment of the fees mentioned in (*b*) above;

*and*

(*d*) that the arbitration will cover only those points which come within the purview of clause XII of the Schedule to the Indian Electricity Act, 1910.

2. With due regard to the general principles enunciated in the Bombay Civil Services Rule 17 and in view of the fact that the arbitration work to be done by Shri Nadkarni, Electrical Engineer to Government, is outside the scope of his legitimate duties and as his services will be of material value to the parties concerned, Government is pleased to allow him an amount equal to half the total fees recovered from the parties concerned.

By order of the Governor of Bombay,

Kj 21/1/51 o/c

(K. V. JOGLEKAR)
Deputy Secretary to Government. 24/1

G. R., P. W. D., No. 2606/36, dated 25th January 1951.

To

The Finance Department,
The Local Self-Government and Public Health Department,
The Accountant General, Bombay (through the Finance Department),
The Collector of Dharwar,
The Electrical Engineer to Government,
Shri S. G. Nadkarni, B.A., B.Sc. (Bom.), M.Sc. (Eng.) (London), A.C.G.I., D.I.C., A.M.I., Mech.E., M.I.E.E., M.I.E. (Ind.), J.P., Electrical Engineer to Government,
The President, Gadag-Betigeri Municipal Borough, Messrs. Manvi Brothers, the licensees for the Gadag-Betigeri Electric License, 1936.

No. of 1951.

Copy forwarded for information and guidance to

ISSUED 27/2/51

Shri Rule (of Stat.) 26/6/51

For further papers pl see fc No. L&D 1457

Recd 25/1/52